Supreme Court, U.S.
FILED

NO.

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In The

SUPREME COURT OF THE UNITED STATES

October Term, 1998

CHRISTOPHER R. WOJCIECHOWSKI

Petitioner

V.

WALT DISNEY CONCERT HALL No. 1 et. al.,

Respondents

On Petition For Writ of Certiorari

To The Ninth Circuit Court of Appeals

Docket No. 97-16195-96-97 [Related Case Docket No. 97-56654]

PETITION FOR WRIT OF CERTIORARI

WALT DISNEY CONCERT HALL NO.1; a Calif. not for Profit Corp. LILLIAN DISNEY; DIANE D. MILLER, an individual; DIANE D. MILLER; RONALD E. GOTHER, in their capacity as executors of The Estate of Sharon D. lund; THE ESTATE of SHARON D. LUND ; RETLAW ENTERPRISES, INC .a Calif. Corp.; CANYON OAKS ESTATES, a Calif. Limited .Partnership ; TOPANGA OAKS INC., a Calif. Corp.; ROBERT L. WILSON, President of TOPANGA OAKS INC.; ROBERT L. WILSON, an individual ; GIBSON DUNN & CRUTCHER a Partnership, including Professional Corporations, and in it's previous capacity as a Law Firm; RONALD E. GOTHER, an individual; BENNETT L. SILVERMAN; LAUREL BALLARD BRYAN; CHARLES S. BATTLES, JR.; JANE LINDSAY WINGFIELD; RESPONDENTS

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QUESTION:

This is a Petition for a writ of certiorari to review a pending case in a United States court of appeals, before judgment is entered or in the alternative after mandate issues. The Case and Companion Case are of such imperative public importance as to justify deviation from normal appellate practice and to require immediate determination by this Court under 28 USC Sect. 2101(e). This question of imperative importance is:

1. The Companion Case Opinion was used to interfere with Petitioner's substantial due process rights to seek relief in three different instances; (See Companion Case)

(a) Under Rule 60(b) Motion from fraud on Bankruptcy Court, filed in Ninth Circuit Court of Appeals;

(b) Under this Case, as an independent action under Rule 60(b) filed in U.S. District Court 12-6-97;

(c) Under relief sought in RICO case, filed in U.S. District Court 11-16-98 (during the course of Appeal, at Ninth Circuit Court of Appeals);

Can the Ninth Circuit Court of Appeals Opinion, *made without complete judicial inquiry* into the merits of the arguments, stand in conflict with relevant important decisions of the Supreme Court on matters of Fraud on Court, in conflict with other Circuits, who's interpretation of FRCivP. Rule 60(b) has been upheld by the Supreme Court?

Another question is:

2. Should an Opinion which mixes up Appellees and Appellants beyond any reasonable recognition as to what the Appellate Panel intended, is beyond total comprehension, by a reasonable prudent adult, and to phrase it mildly is "botched", be allowed to stand?

TABLE OF CONTENTS

QUESTION i

TABLE OF CONTENTS ii
Table of Authorities ii
United States Constitution ii
Cases iii
Statutes iv
Rules & Text iv

JURISDICTIONAL STATEMENT 1

STATEMENT OF THE CASE 2

HISTORICAL BACKGROUND 4

ARGUMENT AS TO FIRST QUESTION 4

ARGUMENT AS TO SECOND QUESTION 27

CONCLUSION 30

APPENDIX

Table of Authorities

United States Constitution

Seventh Amendment 2,22,27
Fourteenth Amendment 2,8,9,22,27

Cases

Klapprott v. United States, 335 US. 601, 699 Ct. 384, 93 L Ed (1949) 1
United States v. Throckmorton (1878) 98 U.S. 61 22,23
Guiterez v. Muni. Ct. (9th Cir. 1988) 838 F2d 1031, 1045 20
Reuters Ltd. V. United Press Int'l, Inc. (2nd Cir. 1990) 903 F2d 904, 908-909 20
Starlight Sugar, Inc. v. Soto (1st Cir. 1997) 114 F3d 330, 332 20
Petereit v. S.B. Thomas, Inc. (2nd Cir. 1995) 63 F3d 1169, 1186 20
Pascall v. Kansas City Star Co. (WD MO 1997) 441 F. Supp. 349, 358 20
Tom Doherty Associates v. Saban Entertainment, Inc. (2nd Cir. 1995) 60 F3d 27, 37-38 20
Handeem v. Lemaire, 112, F.3d 1339 (8th. Cir. 1997) 24,25
United States v. Turkette, 452 U.S. 576, 583, 101 S.Crt. 2524, 2529, 69 L. Ed. 2d 246 (1981) 25
Russell v. Delco Remy (1995, CA7 Ind) 51 F3d 746, 67 BNA FEP Cas 673, 66 CCH EPD 43512 23
Geo. P. Reintjes Co. v. Riley Stoker Corp. (1995, DC Mass) 161 FRD2 23
Pumphrey v. K.W. Thompson Toll Co. (1995, CA9 Idaho) 62 F3d 1128, 95 CDOS 5998, 95 Daily Journal DAR 10301 23,24
Hoult v. Hoult (1995, CA1 Mass) 57 F3d 1, 41 Fed Rules Evid Serv 783 3,24
Briley v. Hidalgo (1993, CA 5 La) 981 F3d 246]; FRCP 60(b)(4) 3,24
Hall v. Commissioner (1994, CA10) 30 F3d 1304, CCH Unemployment Ins Rep 14044B, 94-2 USTC 50392, 94 TNT 145-21 3,24
New York Life Ins. Co. v. Brown (1996, CA5 La) 84 F3d 137 3,24

Pope & Talbot, Inc. v. Commissioner of Internal Revenue (9th. Cir. 1999) Daily Journal D.A.R. 214 25
Jennings v. C.I.R. (C.C.A. Tex 1940) 110 F2d 945, Cert. Deny. 61 S.Ct. 169 311 U.S. 704, 85 L.Ed. 457 25
Bellevue Manor Associates et.al. v. United States Dept. of HUD, No 98-35148 (9th. Cir. 1999) Daily Journal D.A.R. 630 26

Statutes

Title 28 USC Sect. 1254 1
Title 42 USC Sect. 1983 4
Racketeer Influenced & Corrupt Organizations
Title 18 USC Sect. 1961 et. seq. 5,11,25
Title 18 USC Sect. 1510 20
Title 18 USC Sect. 1513 20
Title 28 USC Sect. 1651(a) 26
Title 26 USC Sect. 311(b)(1)(2)(3) 25
Title 18 USC Sect. 1503 7,20
U.S. Internal Revenue Code 2,4
State of California Tax Code 2,4

Rules

Rules of the Supreme Court of the United States, Part III Rule 10(a) 1,4,27
Rules of the Supreme Court of the United States, Part III Rule 10(c) 2,27
Rules of the Supreme Court of the United States, Rule 20 26
FRCiv.P Rule 60(b) 1,3,4,7,20,21,22,23,24,26,28,30
FRCiv.P Rule 60(b)(4) 3,24
FRCiv.P Rule 60(b)(5) 26

Text

12 Moore's S60.47[1][d], @ 60-158 26

JURISDICTIONAL STATEMENT

Questions raised pertain to Ninth Circuit Court of Appeals ("9th Cir. Crt. App.") which; *departed so far from accepted and usual course of judicial proceedings, as to call for an exercise of this Court's supervisory power*, pursuant to, Part III Rule 10(a), Rules of the Supreme Court of the United States. Jurisdiction is found in; 28 USC 1254 for Writ of Certiorari on matters before or after rendition of Judgment. Petitioner has Moved 9th Cir. Crt. App. for a Stay of Mandate, in this & Companion Cases, (Petition for Writ of Certiorari was filed on 5-28-99 "Wojciechowski v. Montevideo Partnership"), and has asked Chief Judge Procter Hug, Jr. to look into allegations made against Appellate Commissioner, Peter L. Shaw.[1]/

[1]/ **Footnote: Peter L. Shaw, Appellate Commissioner at Ninth Circuit had allegedly been a participant, in a pattern of Racketeering Acts with the "new parties" in the expanded field created by Appellate Opinion in Companion Case. This Case was decided at the same time. Shaw's acts, in conspiracy with those parties, gave rise to RICO Action. Such acts have apparently become a prejudicial factor in both Opinion's. On 6-11-98, Shaw chose to show his hand by dismissing a Rule 60(b) Motion for Relief, without jurisdiction. Shaw was "caught in the act" and became a named Defendant in the RICO Action. Warned, Shaw retaliated, instead of stopping acts of transparent corruption. The function of this Appellate Court, has been compromised. On the merits, the briefing evidence was clear; underlying Bankruptcy Court Order of July 1, 1992 was already void before alleged contempt took place. (See Petition in Companion Case pg. 27 to end). The Rule 60(b) Motion for Relief, which Shaw wrongfully dismissed, would have vacated that Order. This Case was filed as an Independent Action pursuant to Rule 60(b) to vacate the above Order. Klapprott v. United States, 335 US. 601, 699 Ct. 384, 93L Ed (1949), decision did not have to vest 9th Cir. Crt. App. with the power to adjudicate Rule 60(b) Motions. Had 9th Cir. Crt. App. not been corrupted, the Court's inherent power to grant relief, was certainly available. Klapprott only supports that contention:**

"Any Court of appeals may regulate practice in a particular case in any manner consistent with federal law, these rules, and local rules of the circuit, - etc"

Nothing could be clearer and more applicable than that. The 9th Cir. Crt. App., corrupted by Shaw, failed in it's duty to provide "*substantial justice*" by not Granting Relief sought in Rule 60(b) Motion laid before it.

In addition, pursuant to Part III Rule 10(c), the 9th Cir. Crt. App., *has decided an important question of federal law in a way that it conflicts with relevant decisions of this Court.*

The date of Appellate Panel Memorandum Opinion was 3/31/99. Order Denying the Petition for Rehearing and for Rehearing En Banc was filed 5/1/99. Motion for Stay of Mandate was filed in a timely manner, on 5/19/99, in this Case and in Companion Case. Petition for Writ of Certiorari in Companion Case, was filed in the Supreme Court on 5/28/99.

STATEMENT OF THE CASE

Introduction: The essence of the matters, laid here before this Court, is deprivation of Petitioner's guarantees found in the Seventh and Fourteenth Amendments. Petitioner has been deprived of the following due process:

A. Petitioner suffered actual damages in property and monies, in the aggregate sum of $ 150,561,839.50. That value was taken without due process, without a jury trial.

B. The above damages occurred because Petitioner was deprived of a lawful distribution of partnership assets, in violation of U.S. Internal Revenue Code and State of California Tax Code.

C. U.S. Bankruptcy Court dissolved the Partnership, acknowledging it lacked jurisdiction. In so doing, the judge failed to distribute the assets of the Partnership according to the ownership interests of the two partners.

D. Petitioner filed the underlying Case in Monterey Calif. Superior Court on 6-30-95, well within the minimum 3

year statute of limitations from the 7/1/92 Order.[2/] On 12-6-96, Petitioner removed the Case to U.S. District Court, as an independent action to vacate that Order.

E. Since then, Petitioner has been deprived of Constitutional due process rights to recover his losses as shown here and in Companion Case.

F. Such deprivation gave rise to RICO action, filed on 11-16-98, in U.S. District Court, Northern District of California Case No. CV-98 21139 RMW(EAI).

G. Panicked by effect of RICO's treble damages on their Racketeering activity, Respondents, enlisted the Appellate Commissioner at the 9th Cir. Crt. App., to cover up their wrong doing, causing additional deprivation of Petitioner's due process rights, and compromising the integrity of that Court.

Petitioner is seeking relief for a jury trial, long overdue. Petitioner is seeking relief from alleged criminal acts of Respondents and opposing attorney's in RICO action. All of which have been virtually, illegally dismissed without due process by Appellate Panel's "expanded field" Opinion in

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2/ FOOTNOTE: Judgment is void, Bankruptcy Court lacked jurisdiction to dissolve a Calif. Partnership, it usurped the power of a state court, and therefore, judgment Order is subject to relief under FRCP 60(b)(4). [Hoult v. Hoult (1995, CA1 Mass) 57 F3d 1,41 Fed Rules Evid Ser.783] Holds, only if court lacked jurisdiction or if court's action amounts to plain usurpation of power constituting violation of due process.There is no time limit on attack on judgment as void; one-year limit applicable to some Rule 60(b) motions is expressly inapplicable to Rule 60(b)(4) motion, and even requirement that motion be made within reasonable time cannot be enforced with regard to this class of motion. [Briley v. Hidalgo (1993, CA 5 La) 981 F3d 246];FRCP 60(b)(4)], which provides relief from judgments, is not subject to any time limitation. [Hall v. Commissioner (1994,CA10) 30 F3d 1304,CCH Unemployment Ins Rep 14044B, 94-2 USTC 50392,94 TNT 145-21]; [New York Life Ins. Co. v. Brown (1996, CA5 La) 84 F3d 137].

Companion Case. That act constitutes a continuing pattern of obstruction of justice, alleged in RICO action. Illegal results have been achieved during the course of this Case on Appeal and the same in Companion Case. The existance of Supreme Court's *supervisory power*, under it's Rule 10(a) is Petitioner's only recourse.

Petitioner appears before this Supreme Court of last resort, because he is in want of relief found in Constitutional guarantees. Now such relief can only be provided by this Court.

HISTORICAL BACKGROUND

The underlying Case in chief at the 9th Cir. Crt. App., is Case is No.97-16195, the Companion Case is Case No. 97-56654. Both were decided at the same time. These two Cases stem from Bankruptcy fraud, on court and on Petitioner, practiced by attorney's on Central District of California, Bankruptcy Court, Case No. LA 89-27014WL (1989-1992).

(For balance of Historical Background see Companion Case, "Wojciechowski v. Montevideo Partnership", filed with the Supreme Court on May 28, 1999.)

ARGUMENT AS TO FIRST QUESTION:

Petitioner made three "key Motions" to the 9th Cir. Crt. App. in this case and Companion Case, directly and proximately affecting the outcome of this Case: (1.) Emergency Motion to Disqualify GD&C immediately, for reasons stated above; (2.) Motion for Rule 60(b) Relief to enforce only the 1992 Court Ordered distribution of $950,000 and (3.) Motion to Strike Appellees Answering Brief and accompanying Request for Judicial Notice, for lack of signature and prejudicial false pleadings. None of the above, nor any of the other Motions Petitioner made during the briefing process, were considered.

Corrupted, the Appellate Commissioner at 9th Cir., Peter L. Shaw, decided to overreach his authority and dismissed Petitioner's Motions. It is evident that dismissals happened only because GD&C was not disqualified, as required by law. Artificially, GD&C were kept in place for 12 month, by the Commissioner, thus it was able to continually corrupt the Court. Finally, after the RICO case was filed and served, GD&C's

clients, some of whom are Respondents here, hired independent counsel to defend them in the RICO action. Petitioner believes GD&C must be replaced in this Case and the Companion Case before the Supreme Court. In the event Respondents do not replace GD&C, the Supreme Court must disqualify GD&C and it's attorney's from further representation of anyone but themselves. Excerpts of Petitioners Motion to Supplement Emergency Motion to Disqualify Counsel filed in the 9th. Cir. Crt. App., have been provide in the Appendix attached hereto, for the purpose of disqualification by the Supreme Court. There is sufficient evidence presented, which is corroborated in the record of this appeal, to disqualify GD&C forthwith.

The effect of the conflict of interest, continued the corruption up to and including the 9th Cir. Crt. App. It was a malicious, premeditated obstruction of justice. In the Bankruptcy Court, in 1992, it was an unlawful taking of Petitioner's property and invested capital, without paying full market value. The Partners were not bankrupt. This scam was accomplished, and continues in conspiracy with others, in violation of Racketeer Influenced and Corrupt Organizations Act (RICO), 18 USC Sect's. 1961 et. seq. The following are excerpts from the transcript of April 2, 1992 Hearing before the Bankruptcy Court, at which time Judge Lasarow, corrupted by GD&C attorney's, approved an expired "Letter of Intent" as a settlement agreement, dissolving the partnership, without jurisdiction to do so:

Judge Lasarow, on pg. 1, ln.15-19 says:

" Now, I noticed that there was a question concerning the jurisdiction of this Court, and I had expressed earlier that when it came to a final disillusion of a partnership, that I would expect that that would be done in the Superior Court not here."

Comment: Judge Lasarow had a problem distinguishing between the interests of the two owners of the debtor partnership, over which he knew he had no jurisdiction and the estate of the Debtor, over which he had jurisdiction. The

bankruptcy claims on the agenda, which he had to deal with, he set aside, in error. He knew what had to be done legally, but, he chose not to accommodate the law. He accommodated GD&C attorneys, instead. Charles S. Battles, Jr. ("Battles") and Bennett L. Silverman knew dissolving the Partnership was illegal in U.S. Bankruptcy Court. They knew it was a fraud. Lasarow moved the dissolution from last to the first item on the agenda. He did so acknowledging he had no such jurisdiction. Once he finished with dissolving the Partnership all of Petitioner's claims were moot. The following excerpts show how that legal error was made, so that the Supreme Court vacates the subsequent Order of July 1, 1992 (a copy of that Order is attached to Appendix herein for ease of reference).

After a discussion of and resolution of the fact that Petitioner was appearing as a Pro Se litigant, rightful representing bankruptcy claims assigned to him. Petitioner made the following statement on pg.4, starting with ln. 21;

"Your Honor, before Mr. Battles starts, I'd like to address the Court if I may, on the issue of jurisdiction. We feel that this goes way beyond the claims. The net result of Ms. Lund's motions that are before you today, will eliminate all of my ownership interest and assets in this partnership, and this is a matter that takes away property, if it were allowed to be adjudicated that way. It's a matter for a jury trial to decide.

I'm here by myself to defend my property rights, and I don't think this is a proper place to take people's property away on this kind of a motion, and that's what's going on here."

Then on ln. 17, Battles, materially misleads the court, he lies about non-existent provisions contained in the expired "Letter of Intent". Mr. Battles:

"We are here to enforce the settlement agreement. A settlement agreement in the form of a letter of intent. The settlement agreement effects a total divorce, that's language used by the parties, in all of their dealings with one another. It includes the claims

filed in this Court, it includes the administrative claims, it does include the partnership interest, it includes secured and unsecured claims. And that's because the only way a settlement could be reached."

Comment: That last sentence is a bald face lie. That was a fraud on the Court for two reasons; (1) The letter of intent he referred to was no longer effective, it died of it's own self extinguishing provisions. (2) There were specific provision in the Montevideo Partnership Agreement as to how the Partnership was to be dissolved. By making the false statements, Battles materially mislead the Court, causing fraud on Court in violation of FRCivP. Rule 60(b). He also violated Title 18 USC Sect. 1503, and he has continued to willfully obstruct justice, for personal gain, for the past seven years, including the corrupt deliberations at the 9th Cir. Crt. App.

On pg. 6, ln. 7 Battles continues his material misrepresentation of the facts:

"At long last, with great difficulty, the parties reached settlement agreement. And under that settlement agreement, Ms. Lund paid to Mr. Wojciechowski $150,000. The settlement agreement said that it would be documented in a final form kind of documentation, and that didn't happen, but it didn't happen because Mr. Wojciechowski absolutely refused to deal with the proposed language and indeed repudiated the settlement agreement."

Comment: Battles lied again. To get to the truth on the facts he lied about, would take at least a 6 hour examination of expert witnesses, and documents, in front of a jury. Battles proved nothing by testifying as he did, except that the scam Petitioner now knows took place, through Racketeering activity, was in full swing. The object being, to take Petitioner's property and money without paying him his fair share of the Partnership's value, based on Petitioner's 77.44% ownership interest.

Battles continues on ln. 15:

"According to Mr. Wojciechowski there never

was a settlement, it was just a letter of intent, but he took the $150,000, and he dismissed his appeals. Then he says it was a bifurcated settlement agreement, and all Ms. Lund got for her $150,000 was dismissal of the appeals and delivery of some documents to the partnership. But having made it impossible to finalize the documentation of the settlement Wojciechowski then turned around and caused the dismissal of the appeals to be vacated on the ground that the settlement documentation had not been concluded. He can't have it both ways. But their —"

On pg. 7, ln. 1, Mr. Wojciechowski:

"Your honor, I object to this kind of testimony."

The Court: ***"NO, let Mr. Battles talk. You'll have your chance to - - just make notations."***

Mr. Wojciechowski: ***"He's mischaracterizing the agreement, your Honor."***

The Court: ***"Mr. Wojciechowski, just make notations of what it is you want to say and you'll get an opportunity to talk. Go ahead. Go ahead, Mr. Battles."***

Comment: There isn't enough space to quote the complete transcript, complete transcript is available on request from Petitioner.

Judge Lasarow confirmation of the "Letter of Intent", which had expired on it's own terms, and was no longer in effect, was a legal error, which has never been reversed so far. The "Letter of Intent", when it was in effect, was an attempt at a "global settlement" of differences between Petitioner's only partner, Sharon D. Lund ("Sharon") & Petitioner. However, no definitive agreement was reached by the specified date, specifically permitting litigation to continue. The "Letter of Intent" terminated on 1-15-92. The parties agreed to that provision, which allowed for resumption of litigation after that date. Petitioner, and all courts, including the Bankruptcy Court, was bound by that agreement between the parties. Lasarow, changed that provision, in so doing he abrogated Petitioner's rights to due process guaranteed by the Fourteenth

Amendment. Petitioner was entitled to dissolve a Calif. Limited Partnership in the court of proper jurisdiction, a State Court where assets are distributed, just like a divorce decree distributes assets of married couples. (See "Letter of Intent" provided for convenience of reference in Appendix attached to this Petition).

Respondents hold that the Bankruptcy enforced the "Letter of Intent", that is a fraud on Court. No settlement was reached by 1-15-92. After that date, litigation was permitted, not prohibited. (See First Amended RICO Complaint, Fifth Cause of Action).;

" Lund and Claimants agree to put a hold on all litigation matters pending execution of the definitive agreement to include the taking of depositions, the production of documents, etc., but if no agreement has been reached by January 15, 1992, litigation matters may proceed by both parties."

The above language is a permissive agreement. The terms are crystal clear and were inserted for the benefit of both parties. Upon the terms of that agreement contempt sought in Companion Case was a fraud, and impossible to obtain without corruption of Judge Lasarow's Court, Judge Ashland's Court, Judge Rafeedies Court and the 9th. Cir. Crt. App. Without the cloud of contempt this Case must go to a jury forthwith. Justice was denied Petitioner, now a RICO jury will attempt to grant Petitioner a modicum of his much deserved recovery.

The agreement between the parties continues para. C (1);

"C. condition to closing - 1. execution and delivery by all parties of a definitive agreement in form acceptable to Lund and claimants, on or before January 15, 1992."

Such an event did not occur.

" C. (5) time is of the essence of this agreement."

After the date certain, 1/15/92, there was no agreement except for part A. After that date the sole function of the "Letter of Intent" was to compensate Petitioner $150,000 for delivering

to COE certain documents, which were owned by Petitioner. That was accomplished and the consideration was paid. Beyond that, there was no agreement to enforce. The 7/1/92 Order, upon which assertions of contempt are made, was a malicious, premeditated fraud and it is void, no matter which argument is used. (see Para. 102 - 111 starting on pg. 32 of First Amended RICO Complaint attached to Appellants Petition for Rehearing filed 4-13-99) or (See pg. 27 through to the end of Petition in Companion Case).

Petitioner directs the Court's attention back to the transcript of the 4-2-92 hearing. On pg. 26, ln. 20 Petitioner said:

" You know I'm the 77 percent owner in that partnership. I'd like to have a partnership attorney representing the partnership right now, because I think if he were here he'd be representing my interests as well as the 22 percent interests. And that's another reason why this hearing should not go on. We don't have counsel here representing the partnership. This is a fight between Ms. Lund, and myself, and my interests. And it doesn't belong in this Court. It has nothing to do with bankruptcy. And if Your Honor —"

THE COURT: ***Well, if it has nothing to do with bankruptcy then you have to -- you have no -- you have no right to ask for administrative claims -- for payment of administrative claims.***

Comment: That is an erroneous Opinion, the Judge was totally confused.

MR. WOJCIECHOWSKI: ***That's a different matter. We're talking about the letter of intent now, I thought. I mean, if we're -- what are doing right now. Are we doing the letter of intent or the administrative claims, because the administrative claims I'd like to handle first anyway.***

THE COURT: ***Well, we're questioning jurisdiction, and I'm telling you we're not talking about administrative claims per se right now, but you***

questioned jurisdiction, and on one hand you're saying Court determine the administrative claims and get us paid, and on the other hand you're saying, Court you have no jurisdiction.

MR. WOJCIECHOWSKI: ***Your Honor, I don't mean to be argumentative, I'm just stating an obvious fact that Ms. Lund as a general partner, has a fiduciary responsibility to the other partners in this partnership, and mainly the 77.44 percent partner which is me to hire an attorney to represent the partnership in these proceedings. And she has not done that.***

Mr. Janosik who was acting in that capacity before the plan was confirmed, filed a motion to be excused, and that motion was denied for some reason. He hasn't done anything for six months that I know of in this case, and we need an attorney if we're going to proceed on this matter. I'd like to have the services of an attorney, and she should be paying for it as general partner. That's her fiduciary duty. And I don't have that. So, I'm here appearing before you in pro per because I don't have the right to have an attorney, which I'm supposed to have under your confirmed plan, you confirmed in August and we don't have anything here, so what is this.

THE COURT: ***You have the right to have an attorney and unfortunately your brother is ill and I'm sorry.***

Comment: Petitioner's brother was an attorney, he is now retired. At the time in question Petitioner's brother was involved in the negotiations after the Letter of Intent was signed . He tried to come together with Jane Lindsay Wingfield of GD&C on a "definitive agreement". She refused to negotiate such an agreement. Evidence at trial and Petitioner's brother's testimony will show that fact.

MR. WOJCIECHOWSKI: ***I'm talking about a partnership attorney, your Honor. One for the partnership for the debtor. There's no debtor's***

attorney here at this hearing.

Comment: That fact alone, was fraud on the Court. A 77.44% ownership worth $70 + million dollars in a California Partnership is about to change hands illegally and there is no partnership attorney. That fact alone voided the subsequent Order emanating from this absurd, premeditated, malicious fraudulent, third world deliberation, by a United States Federal Judge.

The truth is, Debtor Partnership attorneys were there. They were in disguise, posing as Lund's attorney's. GD&C was the firm representing the Debtor Partnership and in conflict per se with Petitioner's 77.44% interest which they managed to steal with the assistance of a federal judge. (See Motion to Supplement Emergency Motion to Disqualify Counsel in Appendix to this Petition).

Skipping down to pg. 57, ln. 5;

MR. WOJCIECHOWSKI: ***Your, Honor, I'd like to ask Ms. Lund one more question.***

THE COURT: ***All right.***

BY MR. WOJCIECHOWSKI:

Q. Ms. Lund, do you have any documents that would show that we have ever reached a global final settlement, where you're purchasing 77 percent interest of Montevideo Country Club, Inc., and you're paying the notes that are due and payable on secured property that are worth of $17 million right now, and all the other claims?

MR. BATTLES: ***Your Honor, that's argumentative. She already said this is the agreement –***

Comment: Battles is materially misleading the Court causing corruption of the judges independent opinion by lying that the Letter of Intent is in effect, when it is expired and cannot be enforced.

THE COURT: ***Well –***

MR. BATTLES: ***– the letter of intent.***

THE COURT: ***– I suppose he's asking if she has any other documents.***

MR. BATTLES: ***Okay.***

THE COURT: ***Any documents other than have been presented to us.***

MR.BATTLES: ***Okay.***

THE WITNESS: ***No.***

THE COURT: ***Are you aware of any documents –***

THE WITNESS: ***No.***

THE COURT: ***– other than what we have here.***

MR. WOJCIECHOWSKI: ***None that I have –***

THE WITNESS: ***None that have been signed by both of us.***

MR. WOJCIECHOWSKI: ***None that I've signed and you've signed together.***

THE COURT: ***Now, wait a minute.***

THE WITNESS: ***None that I've signed.***

THE COURT: ***is the question, is she aware of any – of any documents relating to the transfer –***

MR. WOJCIECHOWSKI: ***Of ownership.***

THE COURT: ***– of ownership other that what we have here?***

Comment: Mrs. Lund admitted that no "definitive agreement" was ever reached, as required by the Letter of Intent. That is an admission there is no "settlement agreement" to enforce. The July 1, 1992 settlement Ordered by the Court is, therefore, a baseless document, it is a fraud to have attempted it's enforcement, and the Order is void.

Starting on Page 59 thru 64...

MR. WOJCIECHOWSKI: ***Now, is it my turn to put on my part of this objection, Your Honor? Because Mr. Battles sat down before.***

THE COURT: ***Yes, go ahead.***

MR. BATTLES: ***Yes, I have concluded my opening argument.***

MR. WOJCIECHOWSKI: ***Thank You, Your Honor. Your Honor, the letter of intent, which is why we're here, is not a complete agreement. It does not have any words in it that say purchase and sell, it has no words***

in it that say Ms. Lund is purchasing the 77 percent ownership of Montevideo Country Club, Inc.

It has no words in it that says, the notes are being handled in any manner whatsoever, they're not being discharged, they're not being paid for, they're not being done away with at all. It just says that on page three, that the -- I'm sorry I can't find it, but it says to the effect that the trust deeds will be dismissed somehow, but it has nothing to do with notes.

The notes are what's owed on the property, and what's against the property, and they are the instruments that have to be dispensed with. This agreement does not dispense with those notes. No where is the word notes present in this agreement, Yet the other agreement that I was just questioning Ms. Lund about, the settlement agreement, which was not signed, and I didn't comment on it because I didn't get it until January 30th, Your Honor.

It was supposed to have been signed and delivered before January 15th, according to the letter of intent. I did not get it until January 30th, and I couldn't comment on it. So Mr. Battles' who's arguing that I didn't comment on it, that's the reason why I can't comment on something I don't have.

And it was -- after I got it, it was totally dissimilar to the letter of intent. It had notes in there, it had my withdrawing of my partnership interests, which this letter of intent does not have. It had a lot of things in there that were contrary to the intent of the parties when they signed the letter of intent. And it was my understanding that the letter of intent covered only the unsecured claims as it says, they're claims and it's between the Claimants and Lund.

It doesn't say anything about partnership, ownership, selling that, this is a registered partnership with the Security and Exchange Commission, Your Honor, and the tax ramifications of such a letter of

intent would be horrendous. It would never be unraveled, and all these things have to be spelled out. If you're going to buy something, you better tell the person that you're buying it from what it is and what they're going to pay you for it. This does not say that, it's a confusing mess.

And that's why we're here, Your Honor, we're objecting to it not because it didn't cover the entire dispute between the parties, it didn't even approach to cover it. It's ambiguous, it's not an agreement.

The conditions of closing that Ms. Lund read into the record a while ago are clear. Certain things have to happen by January 15th there has to be an agreement signed by both parties, otherwise we can litigate any matters, proceed with -- you know discovery, and appeals are certainly defined as litigation. If they're not, then I don't know what they mean.

So, January – after January 15th past, we found there was no agreement, Ms. Lund did not want to continue, she did not present this agreement to us. You know, specific performance is something that has to be addressed here, Your Honor. The party that was suppose to prepare this final agreement the one that has been signed, the settlement agreement, never prepared it in a timely fashion. There's a time of the essence clause in this agreement, which I understand means that people better perform on time, otherwise the agreement's over, and that's what happened here. That's why we're here.

We're objecting to the fact that the letter of intent has been terminated by its own terms on January 15th for lack of performance by Ms. Lund. And further, there was no execution or delivery of any definitive agreement in the form acceptable to anybody before January 15th. It was delivered on January 30th, and it was not acceptable then, because nobody from Ms. Lund's office, negotiated the terms of that final

agreement with my counsel.

There were two long phone calls, my former attorney has given testimony on that in his declaration -

MR. BATTLES: ***I object, Your Honor, there is no declaration by his former attorney.***

MR. WOJCIECHOWSKI: ***Your Honor, I'm sorry, we were going to file them today because of his illness and I have one here for the Court.***

MR. BATTLES: ***I object to that, Your Honor.***

MR. WOJCIECHOWSKI: ***Mr. Battles can have a copy too.***

MR. BATTLES: ***That's plainly late filed.***

(Pause)

MR. BATTLES: ***Had it been properly filed and I think our objections may have covered it anyway, the bulk of what is stated in the incorporated part of the points and authorities, plainly lacks foundation, because the now proposed declarant didn't sign the agreement and didn't negotiate the agreement. So, it's not admissible even if he had purported to file a declaration. He didn't even purport to file a declaration, and signing it under penalty of perjury when there's no foundation and can't be foundation, because he wasn't there and didn't act, won't cure the problem.***

Comment: Battles is again misleading the Court on a material matter, he is lying about the facts to corrupt the Court's independent opinion.

MR. WOJCIECHOWSKI: ***Your Honor, he was involved in negotiations with Ms. Lund's attorney, Jane Wingfield, but nothing came of those negotiations, and if that's what Mr. Battles is stating, that's an accurate statement, otherwise he's totally inaccurate.***

(pause)

THE COURT: ***Well, I -- I don't see how he can say at no time during these telephone negotiations did the letter of intent executed by the two parties in December 1992 (sic), was ever considered to be a final and/or***

definite settlement agreement. I think he can state that he didn't, whether that's relevant or not, I don't know. But I think he can state that he didn't consider it but –

Comment: At that point the judge reached the legally correct conclusion, then he let's it slip through, and makes a legal error approving the "Letter of Intent" as final settlement agreement.

MR. WOJCIECHOWSKI: ***Your Honor, by reading the document it says that, so I don't understand what the confusion is. The last paragraph of the document before the signature line, states exactly that. 'That these essential terms are agreed, by the undersigned, except the items referred to in paragraph A are subject to acceptance, execution, delivery of the definitive agreement.' So, all he's stating is the fact that this agreement is not a definitive agreement, it says that.***

On pg. 65, Ln. 23

MR. WOJCIECHOWSKI: ***The conditions of closing are numbered one through five, and none of them have been met by any stretch of the imagination. And the conditions of litigation on-going after January 15th, was wide open, so to the argument that I filed a motion with the district court to restart my appeals, is perfectly all right, and it's provided by this agreement.***

Now lets go back to paragraph A on page one. That is the only part of the agreement that was executed. Ms. Lund paid $150,000 for two things, as it says, A and B under item two. The first was a request to dismiss the appeals. But since the agreement was never consummated in April - - - and January 15th came and went, and there was no agreement, after that we had a right to reopen the appeals, because that's what the paragraph about that says. And item B she got a truckload of plans, specifications, drawings, models, photographs, and the work product of that WRN did for the last eight years on this project. And the claim for that as filed with this Court, is over $10 million. So she got one heck of a lot for $150,000.

In paragraph three under A, it says that such payment shall not be construed as an admission of value of the foregoing, because that value exceeds all that by a great amount, so when Mr. Battles' says I have a $150,000 and whoopee..You know that was a pittance for what she got. And we had a perfect right to reopen the appeal after the January 15th date came and went and there was no agreement signed.

And, you know there 's no reason to continue and pretend this is a final settlement agreement.. Mr. Battles in all his papers that were filed on behalf of Ms. Lund, never uses the word letter of intent. Obviously, to disguise the fact that that's what it is, and you can't disguise facts that are there, staring you in the face, but he repeats it. It says settlement agreement, settlement agreement, settlement agreement, it's not. It's a letter of intent that was fine for - - in the time from December 20th when I signed it to January 15th, and then it expired. And the performance part of it was under A and then it was all performed. No argument on that. And after that there was no more agreement –."

Mr. Battles goes on for a few pages with more lies about the Letter of Intent.

On pg. 75, ln 1,

Mr. Wojciechowski : ***" First of all, this is not a global agreement, we never said it was as he (Battles) characterized that we did. It's an agreement only to settle the unsecured claims of the creditors. It does not purport to pay, offer consideration for any of the notes that are secured by real estate, or the ownership interest of Montevideo Country Club, Inc., in the amount of 77.44 percent. It doesn't have any of those words in there, it was never contemplated to pay for those things, it was only an agreement to settle the disputed unsecured claims before this Court."***

That was the only portion of an agreement that Lasarow had jurisdiction to enforce, he said so on the first page.

Cont'd. Ln. 11; ***"Further, the last clause that Mr. Battles referred to on page seven, these essential terms are agreed to by the undersigned, but are subject to the acceptance, execution, and delivery of a definitive agreement. That "but" is the key word. If they're not accepted, if they're not delivered, and if they're not executed there is no definitive agreement, and this agreement is terminated on January 15th. as it says.***

So, this is not an agreement, it's not even in force right now. There is no offer of purchase of the plans that Mr. Battles mentioned. He thinks that we sold the plans, and all these things under paragraph 2(b) on the first page, for $150,000. Ms. Lund wanted those things, her man Mr. Wilson called me weekly to get our plans, so he could continue with the County of Los Angeles and their approvals, and we gave him those plans – we gave him the use of those plans, the custody of those plans. We want those plans back, they're not sold, it doesn't say we sold the plans. It doesn't say we sold the ownership interest, it doesn't say we sold the notes, this is not a global agreement, Your Honor. it says what it says between the four corners of the agreement, and there's no need to make it something it isn't.

Ms. Lund would like it to mean what she's saying but that's not the case. She'd like to get a cheap deal here, and that's all that's purported. She'd trying to get away for $4 million to buy a 77 percent interest against all those claims, you know, that are worth over $50 million for four million. If that's what it said, then it should have said that in big bold letters, and I would not have signed it for $4 million."

The above is clear and convincing evidence, that what went on at that hearing was a fraud on Court, the July 1, 1992 Ordered Settlement is void and must be vacated at this time. The 9th. Cir. Crt. App. had all of the above information available for it's determination. Had the 9th. Cir. Crt. App. considered the merits it would have reached a different decision.

Petitioner had also moved the 9th Cir. Crt. App. to require that an U.S. Attorney, direct a federal grand jury investigation of these alleged crimes. The Appellate Commissioner apparently, buried and ignored that request, in violation of Title 18 USC Sect. 1503, 1510 & 1513. (See Declaration of Christopher R. Wojciechowski, pg. 13 in Appendix.)

Supreme Court's directives prohibit invasion of Petitioner's Constitutional Rights, once shown, no further showing of irreparable harm is required. Respondents clearly took away Petitioner's Constitutional rights as described above and by their three year attempt at bogus contempt shown in Companion Case. Respondents knew that there was no contempt. Yet, they used that bogus Order to obstruct justice by falsely filing papers in 9th Cir. Crt. App.; State Crt. and U.S. District Crt.

The 9th Cir. determined money damages are inadequate in either case.[Guiterez v. Muni.Ct. (9th Cir. 1988) 838 F2d 1031, 1045]. Petitioner suggests that the only damages that are adequate is to have Supreme Court make Petitioner whole by reversing Panel's Opinion, allowing this Case to proceed to a jury trial consolidated with RICO Case. Also Grant that, Relief sought in Appellant's Motion for Rule 60(b), now by the Supreme Court.

In addition, deprivation of a unique product and contract took place, with the inherent destruction of Petitioner's business and the loss of prospective good will. See [Reuters Ltd. V. United Press Int'l,Inc. (2nd Cir. 1990) 903 F2d 904, 908-909]; [Starlight Sugar, Inc. v. Soto (1st Cir. 1997) 114 F3d 330, 332]; [Petereit v. S.B. Thomas, Inc. (2nd Cir. 1995) 63 F3d 1169, 1186]; [Pascall v. Kansas City Star Co. (WD MO 1997) 441 F. Supp. 349,358]; [Tom Doherty Associates v. Saban Entertainment, Inc. (2nd Cir. 1995) 60 F3d 27,37-38].

The language used in Appellate Opinion, in Companion Case, is filled with inappropriate prejudicial statements. The alleged prejudice spilled over into Appellate Panel's Opinion when it decided this Case at the same time. It is obvious,

Appellate Panel was enraged by someone or some thing, committing legal error in both cases, instead of considering the merits. Petitioner appears as Private Attorney General pro se, pursuant to State of California law, because he cannot find a law firm to represent him against GD&C. Petitioner has paid the same filing fees attorneys are required to pay , he is entitled to equal protection under the law. But, because he is pro se, Appellate Court automatically rejected his pleadings, regardless of merits. In essence, it was a "kangaroo court" which wrote the Opinion. In the face of what was filed by Petitioner, in support of his Appeal, that Opinion is an insult to justice. (See Companion Case Appendix, "Exhibit A" list of Pleadings by Petitioner). That pattern has been consistent with the abridgment of Petitioner's property rights, depriving due process in this and Companion Case and throughout the history of these matters.

Petitioner's Writ includes request of this Court to direct 9th Cir. Crt. App. to require an investigation, or in the alternative, to have the United States Supreme Court under it's own inherent power, investigate corruption in the 9th Cir. Crt. App. The purpose of which is to investigate abuses by a group of attorneys who's sizable income is partially derived and continues to be derived from abrogating Petitioner's Constitutional guarantees, intimidation, retaliation, coupled with threats of criminal punishment, extortionate behavior, perjury, subornation of perjury, and corruption of federal and State Courts.

What has transpired is more than common law fraud. The Appellate Court should have addressed the merits of this Case and the Companion Case. A Court Officer allegedly perpetrated fraud affecting ability of Appellate Court to impartially judge case about fraud on lower court's. There is no time limit to attack such judgments, made at the Court of Appeals, in District Court and Bankruptcy Court but, the time is now for the Supreme Court to curtail such acts. If there was a procedure similar to 60(b) to review fraud on courts of appeal, Petitioner would have asked the Supreme Court to apply it.

There was no application of Rule 60(b) at 9th. Cir. Crt. App. Petitioner showed and quoted (10) ten applicable cases on the subject of; FRCP Rule 60(b) fraud on Court by attorney's; RICO violations by the illegal misuse of the Judicial System by attorney's; Tax fraud by attorney's in Bankruptcy Court fraud specifically premeditated with malice to cheat Petitioner and the American Taxpayer of what Respondents owe:

(1) The Seventh and Fourteenth Amendments; FRCivP. Rule's 60(b) going back to: United States v. Throckmorton (1878) 98 U.S. 61, a hundred and twenty one year old Supreme Court case, all hold the answer to this and the other questions posed. Throckmorton, shockingly parallels the fraud shown in the underlying Bankruptcy Court. The Appellate Opinion, at issue in Companion Case, has given "new parties" Defendants, a free "pass through" enabling them to avoid any prosecution, *res judicata.* That fact is no coincidence, it can hardly be politely called abuse of discretion, it is, in fact, premeditated fraud facilitated by a United States Crt. App. Commissioner. That is the tragedy of this incident. An elite firm of lawyers, has the power to subvert the United States Constitution, and the law of this land., while the 9th Cir. Crt. App. looks the other way trashing the Constitution and it's Doctrine of equal protection under the law.

Throckmorton, has vigilantly held through more than half of the history of the United States of America. It's unscathed survival demonstrates fraud is just that, and will always be recognized as such. The Supreme Court is bound by Throckmorton, It was an Appeal from the Circuit Court of the United States for the District of California (predecessor to the 9th Cir. Crt. App.). Throckmorton, with the other cases reviewed here, is dispositive of this Case and Companion Case. Throckmorton still says to all who can hear it's beckoning call, wrongdoing is; *"a jaded adversary"*, GD&C and Respondent's misrepresentations caused Petitioner to suffer loss of multi-million dollar investment and property and the American Taxpayers were cheated out of millions. Petitioner was made to suffer for over seven years, his rights to a jury trial have been

abused through fraud on Court. Throckmorton says to the Supreme Court and to all who will hear it's profound message:

> *"In the opinion of the court below, (now known as the 9th Cir.) it is said; 'That the alleged frauds are not such extrinsic collateral acts as would justify the interference of equity with the decrees of confirmation;' and the court mentions what it understands by such extrinsic collateral acts, to wit: 'Keeping the adversary witness from court; secreting or purloining his testimony;' or, if the citation to him be given under such circumstances as to defeat it's purpose, the court says: 'Any conduct of that kind mentioned would tend to prevent a fair trial on the merits, and thus to deprive the innocent party of his rights'. So, if a judge sit, when disqualfied from interest or consanguinity; if the litigation be collusive; if the parties be fictitious; if real parties affected are falsely stated to be before the court; the judgment recovered may be set aside, or its enforcement restrained," etc.*

(2)Rule 60(b) was designed by U.S. Congress to address mistakes attributable to special circumstances, and not merely to erroneous applications of law. The Court of Appeal, Cudahay Cir., held that: (1) District court should have treated motion as motion to alter or amend judgment rather than as motion for relief from judgment, & (2) District court should have addressed merits of argument. [Russell v. Delco Remy (1995,CA7 Ind) 51 F3d 746,67 BNA FEP Cas 673,66 CCH EPD 43512];

(3) Since language of FRCP 60 is unambiguous, judicial inquiry should be complete. Also; although fraud on court is not only permissible basis for independent action, fraud cognizable to maintain untimely independent attack upon valid and final judgment requires more than common law fraud. See [Geo. P. Reintjes Co. v. Riley Stoker Corp. (1995,DC Mass) 161 FRD2];

(4) For purposes of FRCP 60(b) provisions that judgment may be set aside for fraud upon court, one species of fraud upon court occurs when officer of court perpetrates fraud affecting ability of court or jury to impartially judge case. [Pumphrey v.

K.W. Thompson Toll Co. (1995,CA9 Idaho) 62 F3d 1128,95 CDOS 5998,95 Daily Journal DAR 10301];

(5) Judgment is void, and therefore, subject to relief under FRCP 60(b)(4), only if court lacked jurisdiction or if court's action amounts to plain usurpation of power constituting violation of due process [Hoult v. Hoult (1995, CA1 Mass) 57 F3d 1,41 Fed Rules Evid Serv 783].

(6) There is no time limit on attack on judgment as void; one-year limit applicable to some Rule 60(b) motions is expressly inapplicable to Rule 60(b)(4) motion, and even requirement that motion be made within reasonable time cannot be enforced with regard to this class of motion. [Briley v. Hidalgo (1993, CA 5 La) 981 F3d 246];

(7) FRCP 60(b)(4)], which provides relief from judgments, is not subject to any time limitation. [Hall v. Commissioner (1994,CA10) 30 F3d 1304,CCH Unemployment Ins Rep 14044B, 94-2 USTC 50392,94 TNT 145-21]; [New York Life Ins. Co. v. Brown (1996, CA5 La) 84 F3d 137].

(8) The misuse of the Judicial System has been recently proven in an exposure of lawyers and law firms to Racketeering claims. As shown here, similar misuse of the Judicial System has been recently proven in Eighth Circuit's decision in [Handeem v. Lemaire, 112, F.3d 1339 (8th. Cir. 1997)]. 9th. Cir. Crt. App. should have considered lawyers are not immune in any way from potential Racketeering liability and the Eighth Circuit's decision, vividly illustrates this. To the extent *Handeem* is similar to this case, lawyers manipulated a bankruptcy court causing fraud and conducting the affairs of an enterprise - specifically, the bankruptcy estate, through a pattern of racketeering activity. The claim essentially stressed an illegal manipulation of the judicial system, as alleged here. The importance of the *Handeem* decision is two fold and applies to the acts of GD&C alleged here and in Companion Case. In the words of the Eighth Circuit in *Handeem*, *"be mistaken for an absolute edict that an attorney who associates with an enterprise can never be liable under RICO. An attorney's license is not an invitation to engage in*

racketeering, and a lawyer no less than anyone else is bound by general applicable enactments. Neither Reves nor RICO itself exempts professionals, as a class, from the law's proscriptions, and the fact that a defendant has the good fortune to possess the title 'attorney at law' is, standing alone, completely irrelevant to the analysis dictated by the Supreme Court [in Reves]". Significantly, the *Handeem* decision found that a bankruptcy estate was a " legal entity" that "would have endured even if the slate were wiped clean of the underlying racketeering activity." The overarching framework for the *Handeem* allegations was the rule, first enunciated by the Supreme Court in it's earliest RICO decision, [United States v. Turkette, 452 U.S. 576,583, 101 S.Crt. 2524,2529, 69 L. Ed. 2d 246 (1981)].

Petitioner's Briefing and Motion made before 9th. Cir. Crt. App. in this Case and Companion Case, include the following cases on point, two of which were 9th. Circ's. very own, decided just a few months ago, 11/4/98.

(9) The gain on the distribution of appreciated property under 26 USC Sect. 311(b)(1)(2)(3) is to be determined as if the distributed property had been sold at the time of (dissolution) distribution; [Pope & Talbot, Inc. v. Commissioner of Internal Revenue (9th. Cir.1999) Daily Journal D.A.R. 214]. This law was in effect since 1985, Bankruptcy Court & GD&C's tax department, headed by Ronald E. Gother, knew about this law, but decided to violate it, defrauding the American taxpayer's in the 1992 Order in question and in the Montevideo Partnership tax return, attached as Exhibit A to Appellant's Motion, of 5-5-98 in Related Case, for Rule 60 (b) Relief & Original RICO Complaint (See Exhibit Y, Companion Case in Appendix, Fifth Cause of Action, 1st. Amended RICO Complaint); Also, Partnership is recognized as an entity separate from partners in Bankruptcy proceedings, but not in Income Taxation, See [Jennings v. C.I.R. (C.C.A. Tex 1940) 110 F2d 945, Cert. Deny. 61 S.Ct. 169 311 U.S. 704, 85 L.Ed. 457], Lasarow, a Bankruptcy Judge without jurisdiction or knowledge of tax law, was obviously incompetent to preside over a

partnership dissolution, therefore, his 1992 Order in question was void and has no effect and must be vacated by Supreme Court, since 9th. Cir. Crt. App. failed to do so.

(10) In the other recent case, 9th. Cir. held: "*A party may seek equitable relief from injunction even though underlying final judgment is related to contract action.*" [Bellevue Manor Associates et.al. v. United States Dept. of HUD, No 98-35148 (9th. Cir. 1999) Daily Journal D.A.R. 630]. The Court held that; "it was appropriate to Apply Rule 60(b)(5) to vacate not only the injunction but also the declaratory judgment in this case because, as evidenced by the injunction directly enforcing it, this declaratory judgment has prospective effect (See 12 Moore's S60.47[1][d], at 60-158). The Panel had failed to conform to existing cases on point, as shown. Panel's Opinion is plain legal error & must be reversed and Petitioner's Relief sought in Rule 60(b) Motion must be granted by Supreme Court.

The reason why the above case law was not enforced at the 9th. Cir. Crt. App., is not because the Appellate Panel was not able to do it's job, rather it was because the Appellate Commissioner, Peter L. Shaw, aided by GD&C attorney's, decided to overreach his authority, dismissing Petitioner's Motions and dismissing scheduled oral hearing. It is evident that such dismissals happened only because Petitioner's Motion was ignored and GD&C was not disqualified in May of last year. Petitioner is requesting Supreme Court to disqualify GD&C at this time. (See copy of Motion filed in 9th Cir. Crt. App., MOTION TO SUPPLEMENT EMERGENCY MOTION TO DISQUALIFY COUNSEL, pgs. 23-38 in Appendix.). Petitioner was reluctant to proceed with Rule 20, Petition for an Extraordinary Writ pursuant to 28 USCS 1651 (a). In the event, however, this Court, after review of the matters presented above and in the following arguments, considers that exceptional circumstances presented here warrant an Extraordinary Writ, because adequate relief cannot be obtained in any other form, from any other court, Petitioner will be pleased, should this Court proceed pursuant to Rule 20.

All question presented fall within the jurisdiction of this Court's review for Writ of Certiorari because questions raised pertains to 9th Cir. Crt. App. which, has; *"departed so far from accepted and usual course of judicial proceedings - - - as to call for an exercise of this Court's supervisory power"*. Jurisdiction is mandated, pursuant to Part III Rule 10(a)(c), Rules of Supreme Court of the United States, (Effective 5-1-98).

For additional Argument, See Companion Case's "ARGUMENT AS TO FIRST PART OF QUESTION; ARGUMENT AS TO SECOND PART OF QUESTION; ARGUMENT AS TO THIRD PART OF QUESTION; & ARGUMENT AS TO FOURTH PART OF QUESTION".

Now, Supreme Court must weigh the above factors to determine whether procedural safeguards were adequate to provide due process. It is clear to Petitioner that the 9th Cir. Crt. App. failed to provide any safeguards because of prejudice and corruption, depriving Petitioner of his guaranteed rights under the Seventh and Fourteenth Amendments to a jury trial.

ARGUMENT AS TO SECOND QUESTION:

The Appellate Panel, mixed up the Appellant with the Appellee, the defendants with the plaintiff. The Appellate Opinion is incomprehensible as to who is who. (See "Exhibit A", "Memorandum" filed 3/ 31/99 in Appendix to this Petition, also"Exhibit B" filed 5/12/99, "Order Denying the Petition for Rehearing and for Rehearing En Banc".) Petitioner is called Appellee, and Respondent is called Appellant in all captions, Appellate Panel's Memorandum is incomprehensible, was made in error and is reversible.

The first sentence of "Exhibit A", Memorandum referring to Footnote's 4 & 5 is also an error, because it is a generality, and not specific as to who is who. It's like the 7/1/92 Order in question referring to an undated document.

In paragraph 1. of Memorandum, Appellate Panel again concludes that; *"Wojciechowski's first amended complaint was on file in the Superior Court of the State of California for the County of Monterey, even if that complaint was fatally*

defective." There is absolutely no support in the record for such a conclusion. The case was filed in Monterey County, and removed the same day to U.S. District Court as an independent action permitted by FRCivP Rule 60 (b). There is nothing defective about that fact. Anything else implied is not "*fairly supported by the record*", there is no mystery in the record, it is crystal clear as to what happened. The Opinion, is full of prejudice and inaccurate statements, it is therefore, reversible error by Supreme Court.

The Appellate Panel then makes another unsupportable conclusion in saying; " *It appears that it was filed well beyond the statute of limitations.*" On that erroneous conclusion, Panel then makes another error saying; "*that would suggest that the dismissal was not only appropriate, but also should have been with prejudice.*" That is a totally false statement, there is no statute of limitations for the kind of fraud the removed case was seeking relief from.

Then at the end of Para 1., Appellate Panel make the following unfounded statement supported by nothing but apparent prejudice; "*Nevertheless, as to Disney Defendants and the Gother Defendants, the action should be dismissed with prejudice in any event.*" No explanation or grounds were given for that conclusion, yet Petitioner's substantial rights guaranteed by the Constitution were trashed as a favor to the famous "Disney's" and the influential and emminent law firm of Gibson Dunn & Crutcher. Patronage of the Appellate Commissioner, easily replaced equal protection under the rule of law. The Supreme Court cannot turn away from this matter, it must invoke it's <u>*supervisory power*</u> to give Petitioner what the Constitution guarantees each person in the United States.

In para. 2, Appellate Panel findings cannot be supported without contempt in Companion Case; "*In short, they should never have been made a part of this action, should be dismissed, and should not be considered in assessing venue*". If contempt is overturned by Supreme Court, this Case must be remanded for jury trial, forthwith against all Defendants, Disney's and Gother's, etc.

Panel then goes on with the following prejudicial statement; *"To consider them would allow Wojciechowski to profit from his own wrong."* What wrong did Petitioner commit? There is no foundation that Petitioner did anything wrong, he has struggled with fraud on Court at every turn, which turned into an obstruction of justice, including one at the 9th Cir. Crt. App.

Then the Appellate Panel, erroneously attempts to mar the issue of venue, with full knowledge of the RICO action being in existance and having copies of the First Amended RICO Complaint provided to them before Appellate Panel began to consider Petitioner's Appeal. The Northern District Court is where FK&S Defendants stole Petitioner's personal real property, in the Carmel Highlands. (See Appellants Reply to Opposition of FK&S Defendants/Cross Appellees, to Petition for Rehearing, pgs. 15-22 in Appendix.) In addition, Diane Disney Miller, in her capacity as an individual resides in Napa Valley, where she is a registered voter. There are at least five more Defendants who comply with RICO statutes as it defines proper jurisdiction. (See para. 4., pg 2, of First Amended RICO Complaint), which was available to Appellate Panel. In combining this Case with the RICO action, venue is proper in the Northern District of California, and the statute of limitation has not run out.

It is pathetic that Appellate Panel cannot reach a credible Opinion supported by facts and that such an Opinion is clearly not supported by law. Indeed, the Appellate Panel's Opinion is obviously "botched" and prejudiced toward the "Disney Defendants" and "Gother Defendants". As such, it is filled with legal and factual errors. It is reversible by the Supreme Court of the United States, the Court of last resort. Petitioner only wants a jury trial to take place in front of his peers. So far the trial has been through Motions in front of GD&C's peers. That is anything but *"substantial justice"*. It is a monopoly, designed to make a mockery of our judicial system for a favored few and results in "Kangaroo Court's" dating back from the 4-2-92 hearing, to the present. Only the Supreme

Court can now make available what the Constitution has guaranteed and we all cherish.

CONCLUSION:

Petitioner, prays judgment that the Supreme Court grants certiorari and reviews the suspect elements of the judgment, applying it's *supervisory power* to eliminate prejudice and corruption at the Ninth Circuit Court of Appeals, such as is described here, and that Supreme Court appreciates these most important questions on this certiorari application.

Petitioner prays judgment of the Supreme Court to use this Writ of Certiorari for what it was designed; to accomplish and fulminate, the inferior court, from a botched set of opinions made in legal error as shown here and in Companion Case.

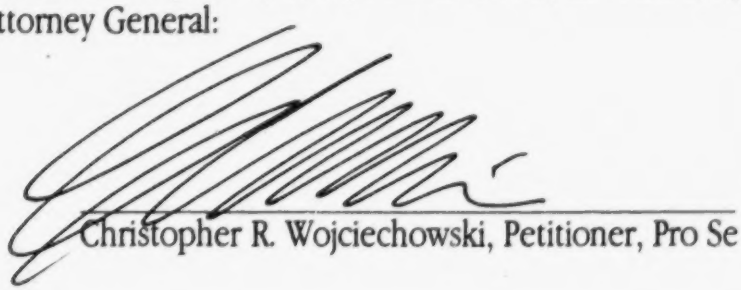
Petitioner prays judgment of the Supreme Court to disqualify the firm of Gibson Dunn & Crutcher and their attorney's from representing anyone but themselves in the matters presented here and in Companion Case.

Petitioner prays judgment of the Supreme Court to set aside the inferior courts opinion/ mandate in this Case.

Petitioner prays judgment of the Supreme Court to order a vacature of the 7/1/92 Bankruptcy Court Order, allowing RICO case and Related Case to proceed unfettered against all defendants, including those "new other parties" identified in the Order as "Disney Defendants", and "Gother Defendants" in Companion Case.

Petitioner reiterates his prayer for judgment of the Supreme Court to grant the relief sought in Rule 60(b) Motion, dismissed by Appellate Commissioner.

Submitted on June 3, 1999, Pebble Beach, California, by Private Attorney General:



Christopher R. Wojciechowski, Petitioner, Pro Se

Note # 1. Petitioner will make application for another Companion Appeal, to be joined with these Petitions for Writ of Certiorari. Petitioner will request the Supreme Court to bypass the 9th Cir. Crt. App., in the dismissal of Latham & Watkins, and their attorney's from RICO Case. That Appeal Opening Brief is due June 8, 1999. Permission will be sought, pursuant to Rule 18, to transfer that Appeal directly to Supreme Court. The Decision of the District Court involves a legally erroneous dismissal from RICO case, on Summary Judgment Motion, of the law firm, Latham & Watkins, and it's attorneys; John F. (Jack) Walker; William J. Meeske and Vincent Herron. It is absolutely imperative to the preservation of Petitioner's Constitutional due process rights, guaranteed by the Seventh & Fourteenth Amendments, to have the above parties reinstated in this RICO action, forthwith.

Supreme Court, U.S.
FILED

NO.

981955 JUN 7 - 1999

OFFICE OF THE CLERK

In The

SUPREME COURT OF THE UNITED STATES

October Term, 1998

CHRISTOPHER R. WOJCIECHOWSKI

Petitioner

V.

WALT DISNEY CONCERT HALL No. 1 et. al.,

Respondents

On Petition For Writ of Certiorari

To The Ninth Circuit Court of Appeals

Docket No. 97-16195-96-97 [Related Case Docket No. 97-56654]

APPENDIX TO

PETITION FOR WRIT OF CERTIORARI

WALT DISNEY CONCERT HALL NO.1; a Calif. not for Profit Corp. LILLIAN DISNEY; DIANE D. MILLER, an individual; DIANE D. MILLER; RONALD E. GOTHER, in their capacity as executors of The Estate of Sharon D. lund; THE ESTATE of SHARON D. LUND ; RETLAW ENTERPRISES, INC .a Calif. Corp.; CANYON OAKS ESTATES, a Calif. Limited .Partnership ; TOPANGA OAKS INC., a Calif. Corp.; ROBERT L. WILSON, President of TOPANGA OAKS INC.; ROBERT L. WILSON, an individual ; GIBSON DUNN & CRUTCHER a Partnership, including Professional Corporations, and in it's previous capacity as a Law Firm; RONALD E. GOTHER, an individual; BENNETT L. SILVERMAN; LAUREL BALLARD BRYAN; CHARLES S. BATTLES, JR.; JANE LINDSAY WINGFIELD; RESPONDENTS

Represented by; GIBSON DUNN & CRUTCHER,

333 S. GRAND AVE. LOS ANGELES CA 90071 TEL. 213 229 7000

and, FINER KIM & STEARNS an Association of Law Corporations; BENNETT A. RHEINGOLD; ROBERT B. PARSONS; SCOTT C. CLARKSON, RESPONDENTS

Represented by; ROBERT B. PARSONS - FINER, KIM & STEARNS

3424 CARSON STREET # 500 TORRANCE, CA 90503 TEL. 310 214 1477

RECEIVED
JUN - 7 1999
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SUPREME COURT, U.S.

CHRISTOPHER R. WOJCIECHOWSKI, PETITIONER,

Pro - Se Appearing as a PRIVATE ATTORNEY GENERAL, of record

1 CUSTOMS ROAD, Mail to: P.O. BOX 1171 PEBBLE BEACH, CA 9395

TEL. 831 372 5590

4888

APPENDIX

Table of Contents

Memorandum of Opinion
United States Court of Appeals for the
Ninth Circuit, Filed March 31, 1999..... 2

Denial of Request
for Rehearing, Filed May 12,1999..... 9

Declaration of Christopher R.
Wojciechowski, in Support of Appellant's
Rebuttal to Appellees Canyon Oaks
Estates, L.P, et. al. Response to Appellant's
Supplement to Pending Motion for
Court Ordered Investigation by U.S.
Attorney, etc..... 13

Appellants Reply to Opposition of
FK&S Defendants/ Cross Appellees,
to Petition for Rehearing..... 15

Motion to Supplement Emergency
Motion to Disqualify Counsel..... 23

Letter of Intent..... 39

Order Approving Final
Settlement Agreement..... 46

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

CHRISTOPHER R. WOJCIECHOWSKI	)	NO. 97-16195
	)	
	)	D.C. NO.
PLAINTIFF-APPELLEE	)	CV-96-21018-RMW(EAI)
	)	
v.	)	**MEMORANDUM**
	)	
WALT DISNEY CONCERT HALL NO. 1, a Calif. Not for Profit Corporation; LILLIAN DISNEY; DIANE DISNEY MILLER, Individually & as Executor of the Estate of Sharon Disney Lund, Dec'd; RONALD E. GOTHER, Individually & as Executor of the Estate of Sharon Disney Lund, Dec'd; RETLAW ENTERPRISES, INC., a California Corporation;CANYON OAKS ESTATES, a California Limited Partnership; TOPANGA OAKS, INC., a California Corp.; ROBERT WILSON GIBSON; DUNN & CRUTCHER, a Registered Limited Liability Partnership including Professional Corporations; BENNETT L. SILVERMAN; CHARLES S.	)	

1 This disposition is not appropriate for publication and may not be cited to or by the courts of this circuit except as provided by 9th Cir. R. 36-3.

BATTLES, JR.; LAUREL BALLARD BRYAN; JANE LINDSEY WINGFIELD,

Defendants-Appellants,

and

FINER KIM & STEARNS; BENNETT RHEINGOLD; ROBERT B. PARSONS, an individual; SCOTT C. CLARKSON, AN INDIVIDUAL,

DEFENDANTS.

CHRISTOPHER R. WOJCIECHOWSKI,

Plaintiff-Appellant,

v.

WALT DISNEY CONCERT HALL NO. 1, a California Not for Profit Corporation; LILLIAN DISNEY; DIANE DISNEY MILLER, Individually & as Executor of the Estate of Sharon Disney Lund, Dec'd; RONALD E. GOTHER, Individually & as Executor of the Estate of Sharon Disney Lund, Dec'd; RETLAW ENTERPRISES, INC., a California Corporation; CANYON OAKS ESTATES, a California Limited Partnership;

NO. 97-16196

TOPANGA OAKS, INC., a California Corporation; ROBERT WILSON GIBSON; DUNN & CRUTCHER, a Registered Limited Liability Partnership including Professional Corporations; BENNETT L. SILVERMAN CHARLES S. BATTLES, JR.; LAUREL BALLARD BRYAN; JANE LINDSEY WINGFIELD; FINER KIM & STEARNS; BENNETT RHEINGOLD; ROBERT B. PARSONS, an individual; SCOTT C. CLARKSON, an individual,

Defendants-Appellees.

No. 97-16197

CHRISTOPHER R. WOJCIECHOWSKI,

Plaintiff-Appellee,

v.

WALT DISNEY CONCERT HALL NO. 1, a California Not for Profit Corporation; LILLIAN DISNEY; DIANE DISNEY MILLER, Individually & as Executor of the Estate of Sharon Disney Lund, Dec'd; RONALD E. GOTHER, Individually & as Executor of the Estate of Sharon Disney Lund, Dec'd; RETLAW ENTERPRISES, INC., a California Corporation; CANYON OAKS ESTATES, a

California Limited Partnership; TOPANGA OAKS, INC., a California Corporation; ROBERT WILSON GIBSON; DUNN & CRUTCHER, a Registered Limited Liability Partnership including Professional Corporations; BENNETT L. SILVERMAN; CHARLES S. BATTLES, JR.; LAUREL BALLARD BRYAN; JANE LINDSEY WINGFIELD,

Defendants,

and

FINER KIM & STEARNS; BENNETT RHEINGOLD; ROBERT B. PARSONS, an individual; SCOTT C. CLARKSON, an individual,

Defendants-Appellants.

Appeal from the United States District Court
for the Northern District of California
Ronald M. Whyte, District Judge, Presiding

Submitted March 12, 1999[2]
San Francisco, California

Before: FERNANDEZ and Mc KEOWN, Circuit Judges, and WEINER[3], District Judge

Christopher R. Wojciechowski appeals the district court's dismissal of his action against all of the entities and persons mentioned in the caption, who are referred to generally as the "Disney Defendants,"[4] the "Gother Defendants,"[5] and the "FKS Defendants."[6] We affirm in part, but remand in part, for entry of an order to dismiss with prejudice.[7]

---

[2] The panel finds this case appropriate for submission without oral argument pursuant to Fed. R. App. P. 34 (a)(2).

[3] Honorable Charles R. Weiner, Senior United States District Judge for the Eastern District of Pennsylvania, sitting by designation.

[4] As used in this disposition, the "Disney Defendants" means: Walt Disney Concert Hall No. 1, a California Not for Profit Corporation; Lillian Disney; Diane Disney Miller, Individually and as Executor of the Estate of Sharon Disney Lund, Dec'd; Ronald E. Gother, as Executor of the Estate of Sharon Disney Lund, Dec'd; Retlaw Enterprises, Inc., a California Corporation; Canyon Oaks Estates, a California Limited Partnership; Topanga Oaks, Inc., a California Corporation; and Robert Wilson.

[5] As used in this disposition, the "Gother Defendants" means Gibson, Dunn & Crutcher, a Registered Limited Liability Partnership including Professional Corporations; Bennett L. Silverman; Charles S. Battles, Jr., Laurel Ballard Bryan; Jane Lindsey Wingfield; and Ronald E. Gother, individually.

[6] As used in this disposition the "FKS Defendants" means: Finer, Kim & Stearns, Robert B. Parsons, Bennett Rheingold and Scott C. Clarkson.

[7] We take judicial notice of various documents as requested by the Disney and Gother Defendants on December 19, 1997.

1. The district court dismissed the action because, it said, there was no complaint on file to remove to the federal courts. In that regard it erred. Clearly, Wojciechowski's first amended complaint was on file in the Superior Court of the States of California for the County of Monterey, even if that complaint was fatally defective. See Villa Pacific Building Co. v. Superior Court, 233 Cal. App. 3d 8, 9-12, 284 Cal. Rptr. 227, 228-30 (1991) (an assertion of failure to follow Cal. Civ. Code Sect. 1714.0 is a defense; this section is procedural, not jurisdictional). However, we can affirm the district court of any ground "fairly supported by the record." Haddock v. Board of Dental Examiners, 777 F.2d 462, 464 n.4 ((th Cir. 1985).

If, as Wojciechowski claims is so, the first amended complaint did not spell out a conspiracy, it appears that it was filed well beyond the statue of limitations. See Cal. Civ. Proc. Code Sect. 338. That would suggest that the dismissal was not only appropriate, but also should have been with prejudice. We are, however, unwilling to make that determination on appeal in the first instance. Nevertheless, as to the Disney Defendants and the Gother Defendants, the action should be =dismissed with prejudice in any event. See Wojciechowski v. Montevideo Partnership, No. 97-56654 (9th Cir._____,1999), decided on the same date as this matter.

2. The district court also dismissed the action because, it held, venue was improper in the Northern District of California. We agree. The action against the Disney Defendants and the Gother Defendants was a sham because, as we have ruled in Wojciechowski v. Montevideo Partnership, No. 97-56654 (9th Cir.---, 1999), joining them was an egregious contempt of court, and those defendants must be dismissed with prejudice. In short, they should never have been made a part of this action, should be deemed dismissed, and should not be considered in assessing venue. To consider them would allow Wojciechowski to profit from his own wrong. That leaves only the FKS Defendants,and as to none of them would venue be proper in the Northern District of California. None of those individuals resided in the Northern District, nor did any of the events in

question take place there. See 28 U.S.C. Sect. 1391. Incidently, venue was not proper as to the FKS Defendants in the Monterey Superior Court either. See Cal. Civ. Proc. Code Sect. 395.

AFFIRMED in part, but REMANDED for entry of an order dismissing with prejudice as to the Disney Defendants and the Gother Defendants. Wojciechowski shall bear the costs on appeal.

NOT FOR PUBLICATION

UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

CHRISTOPHER R. WOJCIECHOWSKI,	)	No. 97-16195
Plaintiff-Appellee,	)	D.C. NO. CV-96-21018-RMW(EAI)
v.	)	ORDER DENYING THE PETITION FOR REHEARING AND FOR REHEARING EN BANC
WALT DISNEY CONCERT HALL NO. 1, a California Not for Profit Corporation; LILLIAN DISNEY; DIANE DISNEY MILLER Individually & as Executor of the Estate of Sharon Disney Lund, Dec'd; RONALD E. GOTHER, Individually & as Executor of the Estate of Sharon Disney Lund, Dec'd; RETLAW ENTERPRISES, INC., a California Corporation; CANYON OAKS ESTATES, a California Limited Partnership; TOPANGA OAKS, INC., a California Corporation; ROBERT WILSON GIBSON; DUNN & CRUTCHER,a Registered Limited Liability Partnership including Professional Corporations; BENNETT L. SILVERMAN; CHARLES S. BATTLES, JR.; LAUREL BALLARD BRYAN; JANE LINDSEY WINGFIELD,	)	

)
Defendants-Appellants,)
)
and)
)
FINER KIM $ STEARNS;)
BENNETT RHEINGOLD;)
ROBERT B. PARSONS, an indivi-)
dual; SCOTT C. CLARKSON,)
an individual,)
)
Defendants,)
)
CHRISTOPHER R.) No. 97-16196
WOJCIECHOWSKI,)
)
Plaintiff-Appellant,)
)
v.)
)
WALT DISNEY CONCERT HALL)
No. 1, a California Not for Profit)
Corporation; LILLIAN DISNEY;)
DIANE DISNEY MILLER, Indivi-)
dually & as Executor of the)
Estate of Sharon Disney Lund,)
Dec'd; RONALD E. GOTHER,)
Individually & as Executor of the)
Estate of Sharon Disney Lund,)
Dec'd; RETLAW ENTERPRISES,)
INC., a California Corporation;)
CANYON OAKS ESTATES, a)
California Limited Partnership;)
TOPANGA OAKS, INC., a)
California Corporation; ROBERT)
WILSON GIBSON; DUNN &)
CRUTCHER, a Registered Limited

Liability Partnership including)
Professional Corporations;)
BENNETT L. SILVERMAN;)
CHARLES S. BATTLES, JR.;)
LAUREL BALLARD BRYAN; JANE)
LINDSEY WINGFIELD; FINER)
KIM & STEARNS; BENNETT)
RHEINGOLD; ROBERT B.)
PARSONS, an individual; SCOTT
C. CLARKSON, an individual,)
)
Defendants-Appellees.)
)

CHRISTOPHER R.) No. 97-16197
WOJCIECHOWSKI,)
)
Plaintiff-Appellee,)
)
v.)
)
WALT DISNEY CONCERT HALL)
No. 1, a California Not for Profit)
Corporation; LILLIAN DISNEY;)
DIANE DISNEY MILLER, Indivi-)
dually & as Executor of the)
Estate of Sharon Disney Lund,)
Dec'd; RONALD E. GOTHER,)
Individually & as Executor of)
the Estate of Sharon Disney)
Lund, Dec'd; RETLAW ENTER-)
PRISES, INC., a California)
Corporation; CANYON OAKS)
ESTATES, a California Limited)
Partnership; TOPANGA OAKS,)
INC., a California Corporation;)
ROBERT WILSON GIBSON;)
DUNN & CRUTCHER, a Regis-)

tered Limited Liability Partnership including Professional Corporations; BENNETT L. SILVERMAN; CHARLES S. BATTLES, JR.; LAUREL BALLARD BRYAN; JANE LINDSEY WINGFIELD,

Defendants,

and

FINER KIM & STEARNS; BENNETT RHEINGOLD; ROBERT B. PARSONS, an individual; SCOTT C. CLARKSON, an individual,

Defendants-Appellants.

Before: FERNANDEZ and MC KEOWN, Circuit Judges, and WEINER[1], District Judge.

The panel has voted to deny appellant's petition for rehearing and to reject the suggestion for rehearing en banc.

The full court has been advised of the suggestion for rehearing en banc and no active judge has requested a vote on whether to rehear the matter en banc. Fed. R. App. P. 35.

The petition for rehearing is DENIED and the suggested for rehearing en banc is REJECTED.

---

[1] Honorable Charles R. Weiner, Senior United States District Judge for the Eastern District of Pennsylvania, sitting by designation.

DECLARATION OF CHRISTOPHER R. WOJCIECHOWSKI, IN SUPPORT OF APPELLANT'S REBUTTAL TO APPELLEES CANYON OAKS ESTATES, L.P, ET. AL. RESPONSE TO APPELLANT'S SUPPLEMENT TO PENDING MOTION FOR COURT ORDERED INVESTIGATION BY U.S. ATTORNEY ETC.

I, CHRISTOPHER R. WOJCIECHOWSKI, hereby declare under penalty of perjury under the laws of the United States that the following facts are true and correct of my own knowledge except as otherwise expressly stated.

I am the Appellant herein, appearing pro se since February of 1992, when I replaced my former attorney's Latham & Watkins in "The Montevideo Partnership" Bankruptcy Case No. LA 89 -27014 WL. Since then I have been denied my Constitutional rights to a jury trial by Appellees herein and other Defendants/ Appellees in related case No. 97-16195. The Montevideo Partnership aka Canyon Oaks Estates L.P. is and at all times was a California Limited Partnership. There are other parties involved, who are not under the jurisdiction of this Court. My rights to my rightful share of the Montevideo Partnership's assets were taken away through Bankruptcy Fraud committed by the accused parties. Also, I have been intimidated with threats made by these parties resulting in my withdrawing key testimony as a a witness at a Writ of Mandamus proceeding. These same parties retaliated against me by filing a bogus Order to Show Cause, which later became a fraudulent Contempt Order, causing obstruction of justice in several federal courts. All of these parties knew at the time they filed the OSC and at the time they obtained the Contempt Order, that their attempt was utterly without merit. The eminent law firm of Gibson Dunn & Crutcher and it's attorneys, who are Defendants in the related case, knew that it was a criminally prohibited retaliation, made with malice. There was no injunctive language found in any order made to prevent me from recovering what was taken from me, or from testifying as a witness to protect a fraudulent sale of my property and Montevideo Partnership's property. That

fraudulent sale will now have to be set aside and the real property in question will revert back to me, it's original owner.

On October 5, 1998, I filed with this Court detailed criminal charges based on the above generally described criminal conduct, against eleven individual Defendants, all under the jurisdiction of this Court, who among others were directly responsible for crimes committed which resulted in me losing property, invested capital, accrued interest, costs of recovery and my 77.44 % ownership in The Montevideo Partnership. Subsequently, in an effort to mitigate further civil litigation, I mailed the following letters to the parties involved with a copy to Latham & Watkins, a related party, as yet not criminally charged and who is not under the jurisdiction of this Court. The purpose of mailing these documents was to show the criminally accused parties and Latham & Watkins, how I calculated restitution under Title 18 U.S.A.C. Sect. 3663, 3664 and how I calculated what my actual damages total for purposes of a RICO jury trial. The basis of these calculations is in part the damages I suffered, shown in; " Motion of Appellant Christopher R. Wojciechowski, for Rule 60(b) Relief, Declaration in support thereof filed in this case May 5, 1998. Interest has been added to currently reflect the amount of demands made as of the date of each letter. Other damages have been added as well, those are explained in the attached Exhibits.

I declare under penalty of perjury under the laws of the United States that the attached Exhibits are true and correct copies of the original documents sent. This Declaration is executed in Monterey County, California on the 19th of October, 1998.

"s"/_____

CHRISTOPHER R. WOJCIECHOWSKI

APPELLANTS REPLY TO OPPOSITION OF FK&S DEFENDANTS/ CROSS APPELLEES, TO PETITION FOR REHEARING

When Appellant first received and read the subject opposition papers, he immediately called attorney Robert B. Parsons ("Parsons") of Cross Appellee, Finer Kim & Stearns ("FK&S"). The call was made by Appellant from a car phone on April 22, 1999 at 11:35 AM, while driving to Salinas from Pebble Beach, CA. The car is equipped with a speaker phone. Angela J. Naskar was driving the car and listened to both sides of the conversation. Her Declaration is attached hereto. Christopher R. Wojciechowski's Declaration is also, attached hereto.

1. Parsons admitted, in the above conversation, that the February 20, 1991 Cancellation Agreement between Appellant and FK&S's client, Chuo Tochi U.S.A. Inc., canceled all monetary obligations between the parties and that matter was never litigated anywhere (See "Exhibit A" attached to Angela Naskar's Declaration). Yet, in his papers filed in Opposition to Appellants Petition for Reconsideration, he says the opposite (see pg.1, paragraph 1);

" Every one of the points which Wojciechowski raises as a premise for seeking "rehearing was litigated ad nauseam -- ."

2. Parsons admitted that on July 8, 1992, in spite of the above Cancellation Agreement, his client Harry J. Kim and FK&S, took $750,000 from Appellant, disobeying a Federal Court Order.

3. Parsons admitted that in July of 1996, in spite of the above Cancellation Agreement, his client Harry J. Kim and FK&S, took Appellant's personal property in Monterey County, through a fraudulent foreclosure.

Apparently, Parsons, under the circumstances, is doing the only thing he can, lying to this Court in the subject Opposition papers he prepared and signed, to avoid Reconsideration. His arguments, contending all matters were already litigated, are a material misrepresentation. Parsons

shows no support for his fraudulent statements. Where is there an Order saying "Exhibit A" is inapplicable?

The focus of his effort is avoidance of his client's financial responsibility to return stolen money and property, not in this Appeal, but in the Related Appeal Docket No. 97 56654, which seeks the grant of Relief for Appellant through pending Rule 60(b) Motion laid before this Court.

Parsons lacks credibility when he frivolously attempts to wave off that responsibility because Peter L. Shaw dismissed that Rule 60 (b) Motion, without jurisdictional authority to do so. [See General Orders of this Court 6.3(d)(e)].

In Parsons mind unwarranted dismissal by Appellate Commissioner constitutes a litigated matter that need not be re litigated. Then he goes on to say that the Appellate Panel dismissed the Rule 60(b) Motion, which is another misrepresentation. The fact is the next dismissal of the Rule 60(b) Motion, was signed, without jurisdiction to do so, by the Court Clerk. The Appellate Panel never even heard that Motion. Again, in Parsons mind a dismissal by the Clerk constitutes a litigated matter that need not be re litigated.

On page 2, last paragraph, Parsons makes the totally inconsistent and patently incompetent, incredible statement which is mental error;

"– the granting of the motion by Commissioner Shaw was a "favor to Gibson Dunn & Crutcher".

That is a "Freudian" slip if there ever was one. Had Commissioner Shaw granted the Motion for Rule 60 (b) Relief as Parsons suggests, there would have been no difference in the final results. The Commissioner lacks jurisdiction to grant or to dismiss any petitions or motions shown in Gen. Order 6.3(e). Clearly disobedience by attorneys to follow the 1992 Court Order of Judge Lasarow falls outside his authority. However, had he granted the Motion as Parsons suggests, the only difference would be, Parsons and his client would have been the ones to file a Petition for Reconsideration and Appellant like Parsons now, would have had to accept the loss because of the Commissioner's folly.

There is no question about existing prejudice on the part of Appellate Commissioner dismissing a valid Rule 60(b) Motion for Relief based on the evidence that was presented, including "Exhibit A" which was submitted in AER to Appellants Brief in Case 97-56654 Vol. I, at 000061. This matter was never litigated as Parsons freely admitted in the 4-22-99 telephone conversation. His Opposition papers are a fraudulent pontification, made only to release him and his clients from responsibility to Appellant. The Panel bought sheer legal error and created a clear miscarriage of justice, subject to Reconsideration under FRAP 40, that is what Appellant's petition is about. It is not about re litigating.

The purpose of Appellant's telephone call to Parsons was to clarify why in the world FK&S is opposing reconsideration of a series of clear legal errors by the Appellate Panel. And why is Parsons essentially objecting to having a jury trial for the first time ever, to litigate these matters once and for all time, with live witnesses and evidence. There was no satisfactory explanation, from Parsons, nor were any legal points offered, just a nervous and silly laugh. Indicating as he had in the past, they got away with it so far, and they don't want to have to litigate in front of a jury, because they know they will lose.

Furthermore, there is no time bar, Parsons misrepresents that fact on page 3. Neither is there a time limit on attack on judgment as void; one-year limit applicable to some Rule 60(b) motions is expressly inapplicable to Rule 60(b)(4) motion, and even requirement that motion be made within reasonable time cannot be enforced with regard to this class of Motion which is laid before this Court (See footnote 1, pg. 1, of Appellants Petition for Rehearing). In the Bellevue Manor case (See Footnote 2, Petition for Rehearing in this case), this Court upheld the sanctity of Rule 60(b) Motions. It must consistently do so, to grant equal protection, as required by the Constitution, even for a Polish American who was born a Roman Catholic, in Warsaw, Poland.

Unfortunately, Parsons mind is full of discrimination, hate and error, when he characterizes those guarantees

contained in the Constitution of the United States as "Wojciechowski's delusional state", at the top of pg. 3, in his Opposition papers. Evidently in Parsons mind, The United States Constitution is a delusion. He further exacerbates this incredulous warped sense of equality under the law by suggesting in next paragraph on pg. 3, that Appellant's rights to Reconsideration be curtailed through the application of FRCP Rule 11.

It is clear that every point Parsons attempts is fraught with error, including the filing of his very papers. FRAP 40 & Circ. Rule 40-1 does not allow answers to a Petition for Reconsideration, unless answers are permitted by this Court. Apparently, Parsons is also ignorant of that fact, since he did not receive such permission from this Court. It is a telling fact that, neither did Parsons nor did Harry J. Kim, or Scott Clarkson, or Bennett Rheingold or FK&S receive permission from the Court of Judge Lasarow to interfere with the Settlement of July 8,1992. The above parties are Defendants in the underlying case on Appeal. They took that $750,000 in disobedience of Judge Lasarow's Order in 1992 settlement. Parsons' clients, in conspiracy with Robert L. Wilson and Jane Lindsay Wingfield, all disobeyed the Bankruptcy Court Order of July 8, 1992, voiding it.

They had no standing and did not receive permission then, they did not receive permission now. They took the law into their own hands both times. That is an act of desperate men constituting a pattern. Licensed attorneys are supposed to know better than to disobey the law, court's Orders, rules, etc. in violation of Title 18 USC Sect. 1961 et. seq.

Later on, they fraudulently took Appellants $1,850,000 Carmel Highland, ocean front property, by willfully misleading Monterey County Superior Court about the non existance of the Cancellation Agreement attached as "Exhibit A " to Angela Naskar's Declaration.

CONCLUSION

Appellant, therefore, asks this Court to sustain Petition for Rehearing of all matters before this Court and grant all Relief

sought in Petition in Sect. III "Conclusion", in both this case and in related case Petition, Docket No. 97 56654, as requested, with emphasis on granting relief in Rule 60(b) Motion against FK&S Defendants and other Defendants. Appellant requests that this Court refuse to be misled by fraud committed by attorney's as shown here and Remand underlying case CV 96-21018 RMW, to Court below for jury trial to be consolidated with RICO Case No. C 98-21139 RMW (EAI). Otherwise *"ad nauseam"* violations of Rule 60(b) by Appellees will perpetuate these proceedings *"ad infinitum"* and Appellant as Private Attorney General will prosecute such violations until there is closure, either by a fair and equitable settlement of unresolved and unlitigated disputes or at a RICO jury trial. Those are the only choices available under the Constitution, "Kangaroo Courts" just don't cut it in the United States of America.

Submitted on April 23, 1999.

CHRISTOPHER R. WOJCIECHOWSKI
PRIVATE ATTORNEY GENERAL,
APPEARING PRO SE

DECLARATION OF ANGELA J. NASKAR

I, Angela J. Naskar, under penalty of perjury of the laws of the United States declare as follows:

1. The attached "Exhibit A" to this Declaration is a true and correct copy of the February 20,1991, "Cancellation" sent in an envelope by Harry J. Kim, attorney in the Finer Kim & Stearns law firm, opened by me in July of 1991. I can't remember the exact date, but I know it was between the 7th & the 17th. The document is a "Cancellation" agreement between the parties indicated.

2. On April 22, 1999, at approximately 11:35 AM, I was in a car, driving to Salinas from Pebble Beach, Chris Wojciechowski, asked me to pull over so he could make a phone

call. He called and talked to Robert B. Parsons. I heard Mr. Parsons say the following:

(a) The Cancellation Agreement, which is "Exhibit A" to my Declaration, is a valid agreement.

(b) The effect of Cancellation Agreement was never litigated anywhere.

(c) Mr. Parsons client, Harry J. Kim, took $750,000 from Mr. Wojciechowski's share of the proceeds on July 8, 1992.

(d) In July of 1996, Mr. Kim foreclosed on Mr. Wojciechowski's property in the Carmel Highlands, Monterey County, Calif.

If called as a witness I could testify to the truth of above facts from my own personal knowledge.

Executed under Penalty of perjury in Monterey County, California on April 22, 1999.

"s"/_____
Angela J. Naskar

DECLARATION OF CHRISTOPHER R. WOJCIECHOWSKI

I, Declare under penalty of perjury of the laws of the United States as follows, if called as a witness I could competently testify to the following facts of my own personal knowledge:

1. Today at 11:35 AM, I telephoned Robert B. Parsons ("Parsons") of the law firm Finer Kim & Stearns, Appellees, and Cross Appellants herein.

2. Parsons in that telephone conversation admitted that the February 20, 1991 Cancellation Agreement ("Exhibit A" to Angela J. Naskar's Declaration attached herewith), between myself and Chuo Tochi USA Inc. is an effective valid agreement who's effect on the matters before this Court has never been

litigated anywhere.

3. Parsons admitted his client Harry J. Kim, Defendant in RICO Case, took $750,000 from me on July 8, 1992, in spite of cancellation provisions known to Kim in above "Exhibit A", which clearly release both parties:

"The contemplated East/West Partnership Agreement, the Amendments thereto and the January 10, 1991 agreement between Montevideo Country Club, Inc. and Chuo Tochi U.S.A., Inc. are hereby canceled and are of no further force and effect. Each party hereto is fully released from all obligations owed to the other party."

4. Parsons admitted his client Harry J. Kim, Defendant in RICO Case, took a $1,850,000 ocean front property located in the Carmel Highlands, Monterey County California, from me in spite of above release.

There never was litigation involving the effect of "Exhibit A" on such illegal takings. Parsons' signed Objections of April 20, 1999, are another fraud on Court by attorney, subject to Rule 60(b) Relief.

The Rule 60 (b) Motion for Relief, before this Court is the first time such litigation was attempted. Appellate Commissioner's ill-concieved dismissal of that Motion gave rise to RICO Action filed on November 16, 1998.

The First Amended RICO Complaint filed on March 29, 1999, shows such acts, of stealing my property and money through Racketeering Activity prohibited by The Organized Crime Prevention Act of 1970, which Parsons and his clients are subject to, as alleged.

The difference between the Rule 60(b) Motion and RICO action is treble damages for the same wrongful taking by Parsons' clients. Any responsible adult person would prefer to pay the Rule 60 (b) Relief requested which is approximately $2,000,000, whereas under RICO item 8 & 9, on pg. 2 of my Declaration attached to First Amended RICO Complaint shows damages including the loss of Carmel Highlands property. The

total recovery under RICO Claim is shown on pg.6 of the above document to be $11,040,000.00. Indeed, Parsons Freudian slip was correct, Commissioner Shaw would have done his friends at Gibson Dunn & Crutcher a favor, and saved them 7 parsons clients nine million dollars.

As I understand the Constitution of the United States, my guaranteed rights thereunder were deprived me and I am entitled to recover property and monies taken. That recovery is to be achieved through a trial in front of a jury of my peers, not through an unauthorized appellate commissioner's, clerk's or judge's acting without evidence or witnesses, in my absence at a hearing somewhere, unknown to me, without a recorded transcript. What's taken place so far is evidently a manufactured "Kangaroo Court," where my rights were totally disregarded and where the results were a foregone conclusion.

Clearly on the evidence shown, the Panel's Opinion was a miscarriage of justice, inconsistent with my substantial rights, causing reversible error. I am entitled to and I demand rehearing en banc and a subsequent RICO jury trial on these matters which, admittedly by Parsons, were never litigated anywhere.

I request in the accompanying Reply, that Parsons' inappropriate and unauthorized Opposition papers to my Petition for Reconsideration be struck from the record and that reconsideration en banc proceed unfettered as requested, based on Panel's legal error, in due course.

Executed under penalty of perjury in Monterey County, California on April 22, 1999.

"s"/_____
CHRISTOPHER R. WOJCIECHOWSKI

MOTION TO SUPPLEMENT
EMERGENCY MOTION TO DISQUALIFY COUNSEL

1. PLAINTIFF/APPELLANT CHRISTOPHER R. WOJCIECHOWSKI, hereby moves this Court to allow a supplement to be attached to the filing of Emergency Motion Under Circuit Rule 27-3 to Disqualify opposing Counsel, Gibson Dunn & Crutcher ("GD&C") and all their attorneys including: Jane Lindsay Wingfield, Ronald E. Gother, Laurel Ballard Bryan, Charles S. Battles, Jr. & Bennett L. Silverman from representing other Defendants/Appellees /Cross Appellees in subject Appeal and closely related cases. This motion is made pursuant to FRAP Rules:27, Motions & FRAP Rule 27-3 Emergency Motions. Hearing En Banc has been suggested by Movant.

2. Exhibit "A" to "Emergency Motion to Disqualify Counsel" filed with this Court on March 11, 1998, contains one hundred nineteen pages of documentary evidence. In the supplement the papers in exhibit "A" are identified individually by page. A short summary statement is included to show why Movant believes this evidence is compelling to the disqualification of opposing counsel at this time on an emergency basis. The following supplement is provided for ease of reference and cognizance of the Court.

II. Supplement to: Exhibit "A" attached to, Emergency Motion to Disqualify Counsel

1. SUMMARY STATEMENT ABOUT DOCUMENTARY EVIDENCE:

Document # 000009- 000010: December 17,1985 letter from Ronald E. Gother of GD&C to CRW showing GD&C attorney's have placed "partnership agreement" in final form, incorporating changes; (i) recommended by GD&C tax lawyer Nick Thomas, (ii) eliminating exhibits, (iii) Suggesting Janosik modify agreement between Summit Land Company and Montevideo Country Club, Inc. to show:

(1) The difference in price between the cost of

acquisition by Summit and the price to be paid by Partnership to acquire the land, and the method of payment for that land providing for an agreed 12% interest per annum, with a balloon due date for the principal amount, 5 yrs. hence.

(2) Providing no principal payment on note until preference payment to Sharon (SDL) has been made in full.

(3) That agreement cannot be modified without written consent of Sharon (SDL).

Movant's comments:

The final agreement was signed on May 22, 1987, almost a year and one half later. GD&C & Sharon delayed the signing. (See AER, Vol 1. 000049 in U.S.C.A. Docket No. 97-16195)

This letter acknowledges that the Partnership was obligated to pay Summit Land Co. for the right to acquire it's land by making interest payments at 10% per year and the principal was to be paid in full 5 years hence. CRW became Limited Partner in 1991. CRW was assigned the Summit Note in 1991 and CRW was entitled to same preference as Limited Partner as Sharon D. Lund (SDL) enjoyed, State of California Limited Partnership law provides for such consideration. At the time of Agreement, Summit's Note was for the amount shown on the attached Exhibit "X" to this supplement, no payments of any kind were received on Summit's Note per the final agreement. Gother was instrumental in advising Lund to breach this agreement for her benefit in 1991-1992, while Gother and GD&C were representing the Montevideo Partnership in which CRW was a 77,44% limited partner. Because of his conflict of interest CRW suffered losses enumerated in attached Exhibit "X".(see item 3&4, relating to Summit Notes & CRW's Note, acknowledged in final agreement)

The agreement could not be modified without the written consent of SDL, she did modify the agreement granting CRW 110 acres from the Partnership property. That grant was denied CRW after her death, by the same person who signed this letter, Ronald E. Gother, attorney at GD&C. Who is now charged with possession of confidential information, and a

conflict of interest in this Appeal & all other litigation since August 1991. See argument in Movants Emergency Motion to Disqualify Counsel.

Document # 000011; This document shows that SDL did in fact modify the agreement on 11/4/87 granting CRW 110 Acres of Montevideo Partnership Property, which CRW was denied.(See attached Exhibit "X" No. 9 & 10)

Document 000012: This is a document originated by Jane Wingfield, attorney at GD&C who gained confidential information through attending a Montevideo Partnership meeting on December 31,1990 in CRW's offices. Now, Jane Lindsay Wingfield & GD&C is charged with conflict of interest because she gained such confidential information. SDL took over in 1991 as General Partner of Montevideo Partnership, CRW was a 77.44% Limited Partner in that time period. Jane Lindsay Wingfield, on behalf of GD&C, represented the same Partnership for nearly a year during which time obstruction of justice took place denying CRW his right's as limited partner pursuant to California State Partnership Law, resulting in losses shown on attached Exhibit "X", herein. .

Document # 000014-000022: Shows a cc; to Jane Wingfield, attorney at GD&C transmitting confidential information to her and Robert Wilson of SDL, GP, Inc., SDL's new company that was about to take over, or in fact already took over as the general partner in 1991. At that time Jane Wingfield was an attorney at GD&C who represented the Montevideo Partnership in which CRW was a 77.44% limited Partner. Jane Lindsay Wingfield and her firm GD&C is charged with obstruction of justice through obtaining confidential information in the manner shown and litigating against CRW for approximately seven years during which time she made continual misrepresentations to four federal courts that she and her firm did not represent Montevideo Partnership.

Document # 000024; Letter to CRW from Joseph T. Edmiston, Executive Director of Santa Monica Mountains Conservancy, who after SDL's death bought all Montevideo Partnership property, including the 110 Acres SDL granted to CRW by her modification to the Montevideo Partnership Agreement.

Document # 000025-00026; Retlaw Enterprises Inc.(stands for Walter spelled backwards, a company Walt Disney started before he died which is an investment vehicle for the Disney heirs) 8-7-91 memo made from "Notes from telephone conversation this morning" about confidential affairs of Montevideo Partnership sent via facsimile transmission to Ron Gother & Jane Lindsay Wingfield lawyers at GD&C who represented the limited partnership when CRW was a 77.44% limited partner. This confidential information was gained by GD&C lawyers who have been charged with conflicts of interest in CRW's Emergency Motion to Disqualify Opposing Counsel.

Document#000027-000030; Ronald E. Gother and Jane Wingfield, GD&C attorneys are advised about the details of proposed revisions to "Chris'" routing plan" of the Montevideo Partnership golf course. The importance of these pages is that it shows the degree of detail GD&C attorneys were provided with, confidential information about Montevideo Partnership business in the time that GD&C represented the Montevideo Partnership when CRW was the 77.44% limited Partner.

Document 000031- 000032; This document is a demand letter from the new General Partner of the Montevideo Partnership requesting a wealth of confidential information on the attached list from CRW. GD&C attorneys were aware of all of this confidential information and it was turned over to them. In turn they used this information against CRW and to his financial detriment causing a conflict of interest because GD&C represented the Montevideo Partnership when CRW was a 77.44% limited partner.

Document 000033-000036; In early September of 1991, CRW made the new General Partner aware of certain confidential information about CRW insisting that the Montevideo Partnership get out of bankruptcy and move to another court for dissolution of the Partnership. There were potential buyers and CRW wanted his fair share of the proceeds. CRW did not know that the new General Partner was dealing with Chuo Tochi and other potential buyers in a range from $38 million to $43 million. This document shows that the obvious intent of Bob Wilson is to breach all previous agreements by giving CRW a "bone" of a couple of hundred thousand dollars to get rid of CRW, instead of his fair share of the Partnership assets. The legal dissolution of the Montevideo Limited Partnership in State Court is not at all in Wilson's mind. Instead he suggests to get rid of CRW through bankruptcy claims to avoid paying CRW his 77.44% share of a potential $43 million dollar sale. As a limited partner with a priority return of his invested capital and secured notes coming due at this time, CRW would have legal right to be paid the bulk of the proceeds from such a sale. The plan to cheat CRW the limited partner out of millions of dollars was now obviously in the works. A copy of this memo was sent to Jane Lindsay Wingfield and Ronald E. Gother, attorneys at GD&C (see fax cover sheet Doc. 000036.) for the limited partnership. The result was connived in secret behind CRW's back causing damages shown on Exhibit "X" attached hereto.

Document 000038; This is a very significant document. It is a revelation of what Judge Lasarow allowed to transpire in his Bankruptcy Court. CRW obtained this document through discovery for the first time in October 1998. It was withheld from him purposely by GD&C's attorney Bennett L. Silverman, who represented the Montevideo Partnership while CRW was a 77.44% limited partner. It is clear documentary evidence and absolute proof that the hearing confirming "Lund's Plan of Reorganization" on May 11, 1991 took place illegally when the Case was in Chapter 7. Mr. Silverman apparently connived with the judge's clerk causing fraud on court. Mr.Gary Plotkin, a well

respected U.S. Trustee, served notice of a 341(a) meeting under Chapter 7 to be held on August 30, 1991. That clearly indicates Montevideo Partnership was in Chapter 7 since Judge Lasarow signed the conversion order on May 9,1991. Mr. Silverman and GD&C misrepresented to the Bankruptcy Court that it was not in Chapter 7 on May 10,1991 and that the Confirmation Hearing should go forward while the Montevideo Partnership was in Chapter 7. That was a fraud on Court. The hearing did take place causing CRW the losses shown on Exhibit "X" herein. To this day CRW does not know who Tina Dow is. Tina Dow may have been the U.S. Trustee in the Chapter 11 case. Or she might have been Mr. Plotkin's assistant. If indeed she was either she must be implicated in this cover up of what is patently bankruptcy fraud and obstruction of justice by Bennett L. Silverman and John T.Janosik. Janosik's duty was to provide this evidence to CRW back in August of 1991, which he failed to do. That is a conflict of interest, withholding confidential information from a client by both attorneys who's representation of the Montevideo Partnership overlapped at this time. Both had a fiduciary duty of reasonable care to the 77.44% limited partner CRW. The last two lines at the bottom of the box on the fax transmission are indicative of the fraud and conflict. Mr. Silverman writes:
"I ask on behalf of our client, (who else is his client? It is the Debtor Partnership as called out in the caption **Re: Montevideo Partnership**) *that the 341 (a) not proceed."* When it was in the best interest of CRW the limited partner that it indeed proceed. He goes on to say; " Please let me know if Mr. Plotkin intends to proceed with the 341(a). Thank you, Ben." by that last statement Ben Silverman admits that he knew the case was in Chapter 7, John T. Janosik knew it was in Chapter 7, neither one told CRW. There are 10 additional pages that were transmitted in this fax, those have been withheld from CRW. He still does not have them.

Document # 000039; On October 8, 1991 as shown in this letter GD&C's attorney Laurel Ballard Bryan was representing

the Montevideo Partnership. (See 000040 cc: *"Office of the U.S. Trustee Montevideo Partnership, c/o Topanga Oaks, Inc. General Partner."*) The letter is: *" In re Montevideo Partnership: Subpoena to Custodian of Records of Santa Monica Bank"* . There is no question about it, GD&C are litigating against CRW a limited partner in the Montevideo Partnership that they represent on behalf of SDL and Topanga Oaks Inc. That is a conflict of interest which obstructed justice in 1991 and does to this day. It is also a fraud on four Federal Courts including this Court of Appeals.

Document# 000041; This document is a memo to Jane Wingfield at GD&C showing additional proof that every detail and every conversation was brought to her attention because she and GD&C were in fact representing the Montevideo Partnership and CRW's interests by way of his 77.44% ownership in that Partnership. GD&C and it's attorneys gained confidential information resulting in a conflict of interest in their continual representation of this Partnership through the present. That constitutes obstruction of justice.

Document # 000043 & 000044 (are the same); it speaks for itself ,affirming CRW's position as the 77.44% Limited Partner, showing CRW's desire to reach a fair an amicable "divorce" dissolution of the Partnership suggested by Ronald E. Gother, GD&C attorney, to which SDL was amenable. Such a settlement has not yet been made. Exhibit "X' shows the damages suffered by CRW as a result of GD&C's attorney's fraud on Court and conflict with their own client's SDL & CRW.

Document # 000045; This document shows that as of Oct. 7,1991 *"Montevideo Partnership, Wojciechowski Christopher GEN PTR"* was receiving mail from the IRS at Retlaw's address;*"12716 Riverside Dr. North Hollywood CA 91607-3329"* It also shows the number of partners as *" 2 "*. The significance of this document is that GD&C and it's attorneys, who were now representing the Montevideo Partnership, fraudulently changed

the mailing address from what it had been when CRW's company was the GP to what is shown on this document, which assesses a penalty from the IRS against CRW who was never a "GEN PTR". That is tax fraud and obstruction of justice when combined with document #000124.

Document # 000046 -000049; Same comment as above re # 000041.

Document # 000049 -000056; This series of documents show again Jane Wingfield's "hands on" involvement correcting a draft of a letter to Supervisor Ed Edelman regarding Montevideo Partnership matters including her hand written suggestions. Document 000053-54 is the final letter sent to Supervisor Edelman. Jane L. Wingfield, Esq. Gibson Dunn & Crutcher, appearing on 000052 as the attorney for the Montevideo Partnership. on 000052. Document #000055 -56 show again, her extraordinarily close involvement with every detail. This time she writes a letter to Hale Irwin the golf pro with extraordinary personal comments regarding his involvement in the Montevideo Golf Course Design. (Same comments as above re 000041)

Document 000057-000067; This is a long letter with attachments (some pages were withheld apparently, the fax cover sheet indicates 15 pages), from the Montevideo Partnership to: *"Jane Wingfield at Gibson Dunn & Crutcher"* . The letter is self explanatory, it shows a planned conclusion of the Partnership, disengaging the Limited Partner from the Partnership through a fraudulent scheme where contractual obligations to the limited partner will be avoided. Showing proposed settlement terms and cancellation of the Note to CRW in the amount of $ 3.2 million, and the Note to Summit Land Co. in the amount of $ 6.0 million, cancellation of CRW's capital contribution, of $11.657 million and the cancellation of a page long list of claims of Partnership. It also includes language on general releases etc. The letter closes with unfounded

slanderous statements about CRW's previous efforts at entitlements. Ronald E. Gother GD&C attorney was sent a copy of this letter as shown on 000067. Instead of asserting his duty as an officer of the Court by saying; No we cannot proceed with this suggestion because we have contractual obligations to CRW requiring that the Partnership be dissolved if we want to get rid of him. The only legal way to do that is to file a "divorce" as I earlier suggested. Mr., Gother who is an eminent estate attorney knew the only legal method to get rid of CRW was in State Court by dissolution or by abiding by provisions in the Montevideo Partnership Agreement Art 9.9 "Buy -Sell". (See AER 000080-82 U.S.C.A. Docket No. 97-16195), which he authored back in 1985 (see 000009 above). Ronald E. Gother, a respected partner in the eminent firm of Gibson Dunn & Crutcher, could have stopped seven years of fraud on four federal courts, he chose not to, instead he went along with perjury under oath and obstruction of justice depriving CRW what is shown on Exhibit "X" attached hereto.

Document # 000068- 00069; This document is a letter from the Limited Partner to the General Partner, it is self explanatory.

Document # 000070-000074; This series of documents are copies of filings made on behalf of the Montevideo Partnership by Jane L. Wingfield, Esq., attorney at GD&C during the time they represented the Montevideo Partnership where CRW was the 77.44% limited Partner: 000070 filed on Feb. 19, 1992 is the change of name amendment to Certificate of Limited Partnership. changing the name from Montevideo Partnership to Canyon Oaks Estates,L.P. a California Limited Partnership, with attached copies of the original Montevideo Partnership Certificate dated June 8, 1987 (00071-00072). The next two documents filed by Jane L. Wingfield, Esq. attorney at GD&C (000073 -000074) are earlier filings by attorneys for the Montevideo Partnership. These evidentiary documents prove beyond a shadow of a doubt that GD&C and their attorneys

possessed confidential information gained as attorneys for the Montevideo Partnership which they later used against CRW to obstruct justice, to deprive him of his rights to a return of that investment. CRW's civil money damages through March 19, 1998 total $59,876,850.00 (See Exhibit "X", attached hereto.)

Document # 000075 -000097; Is a series of conditions of approval for tentative tract No. 35999, also known as the Montevideo Project, these documents were in the possession of Retlaw Enterprises, obtained in recent discovery by CRW. These same documents were available to GD&C attorneys who used this information to the detriment of CRW, causing CRW civil money damages through March 19, 1998 in the amount of $59, 876,850.00 (See Exhibit " X', attached hereto.)

Document # 000098- 000102; This document is a notice of sale of Securities Pursuant to Regulation D, Section 4(6), and/or Uniform Limited Offering Exemption, made to U.S. Securities and exchange Commission on Jan.17,1989 by CRW. It is believed that the fraud on CRW and the Federal Courts was overlapped into Securities Fraud by GD&C attorney's Ronald E. Gother and Jane Lindsay Wingfield, who are suspected of making intentional misstatements or omissions of fact constituting federal criminal violations. (See 18 U.S.C. 1001) also, (See, document 000124 - 000126 attached hereto.)

Document # 000103-000105; These documents consist of a letter and a filing made by Z.M. Wojciechowski attorney, to Jane Lindsay Wingfield, and to the Bankruptcy Court in March 1992. They are self explanatory warning that has as yet not been heeded since the above date. This translates into an obstruction of justice by GD&C attorney's resulting in damages to CRW as shown on Exhibit "X" attached hereto.

Document # 000106-000108; Fax transmission to Gibson Dunn & Crutcher attorney's Ronald E. Gother and Jane Wingfield, which proves that they were indeed attorneys for the

renamed Montevideo Partnership.

Document # 000109-000110; This document is a letter to Jane Wingfield, with a cc. to Ronald E. Gother, attorney's at GD&C representing the renamed Montevideo Partnership, transmitting confidential information about CRW, the 77.44% Limited Partner in that Partnership. GD&C gained valuable knowledge though this transmittal. It's attorney's used this information against CRW causing him damages as shown in Exhibit "X" attached hereto.

Document # 000111; Similar to above 0900109 -00010 except that Charles S. (Lee) Battles, Jr. at the Century City office of GD&C is now included in the loop of information, which caused the damages to CRW identified in Exhibit "X" attached , hereto.

Document # 000112; This document is evidence that GD&C attorney's Bennett L. Silverman, Jane L. Wingfield and Gregory M. Salvato are making filings in Bankruptcy Court on behalf of the renamed Montevideo Partnership under the guise of the General Partner Topanga Oaks, Inc. Paragraph A. also makes the fraudulent statement that the "First Amended Plan of Reorganization Dated As of February 11, 1991 of Sharon D. Lund,–" was in fact a valid plan, when it was entered while the Debtor was in Chapter 7. That misrepresentation caused CRW the damages shown on Exhibit "X" attached hereto.

Document # 000113; Notice & Memo of Canyon Oaks Estates, L.P. executive Meeting held April 24, 1992. This meeting took place after Judge Lasarow, under fraud on Court connived by GD&C attorneys, approved the "Letter of Intent" as a dissolution of the Partnership without jurisdiction. 0000118 contains an agenda item to be presented by JW (Jane Wingfield) on the Impact of CRW Settlement etc. This attorney was representing the Partnership and had a conflict of interest because CRW was the 77.44% Limited Partner throughout these

proceedings. She, with other GD&C attorney's, connived to CRW's detriment causing the damages shown on Exhibit "x" attached hereto.

Document # 000121; Letter To Judge David V. Kenyon, United States District Judge, Central District, self explanatory.

Document # 000123; This document is a copy of a cashiers check made to CRW, in the amount of $1,490,495.61, as Ordered by Judge Lasarow, but handed to Harry J. Kim of the firm, Finer Kim & Steams, by Jane Lindsay Wingfield on July 8, 1992, constituting bankruptcy fraud, and obstruction of justice.

Document # 000124- 000126; This document is; Application for Reward for Original Information IRS form 211 filed on January 22,1993 by CRW to obtain a 10% payment for information provided about a tax fraud stemming from a forgiveness of debt of $22,000,000, (later revised to over $40,000,000). in connection with the Montevideo Partnership. Document 000126 is a letter, dated February 28,1994, confirming receipt of Application for Reward, by Loretta C. Argerett, Assistant Attorney General, Tax Division. CRW believes that he was deprived of this reward because of politically corrupt interference by the Washington D.C. office of GD&C, which may constitute Tax Fraud induced by Jane Lindsay Wingfield and Ronald E. Gother.

Document # 000128; This document is a copy of a letter to SDL, from CRW, telling her that she is willfully keeping CRW from seeing Partnership records, that CRW needed to defend himself from the damages caused by GD&C attorneys as shown in attached Exhibit "X".

III. SUMMARY STATEMENT ABOUT DOCUMENTS

The documentary evidence presented and supplemented by the above explanation involves possible serial criminal activity by a combination of individuals, indicative of an on-going pattern of misrepresentations to Federal Courts

designed to obstruct justice. Movant reaffirms his earlier request to this Court for a federal Grand Jury investigation of alleged fraud on the court, tax fraud, and obvious conflict of interest in further representation of GD&C attorneys in this and related case. Movant suggests that the U.S. Trustee, Dare Law, in Los Angeles, immediately provide this Court, Movant and other parties in this litigation with records corroborating the fact that GD&C attorneys represented Montevideo Partnership in Bankruptcy proceedings while CRW was a 77.44% limited partner. Movant does not believe that any further pleadings in this case prepared by attorney's at GD&C are in the public interest.

Date: March 14, 1998

Respectfully Submitted:

"s"/ _____

CHRISTOPHER R. WOJCIECHOWSKI
APPELLANT, in propria persona

EXHIBIT X

Movant, in support of this Motion relies on the documentary evidence presented in above Briefs and attached hereto as Exhibit "A" save, Ethics Consideration 5-15 of The American Bar Association, Model Rule of Professional Conduct which is copied below for emphasis and ease of reference:

"***If a lawyer is requested to undertake or to continue representation of multiple clients having potentially differing interests, be must weigh carefully the possibility that his judgment may be impaired or his loyalty divided if be accepts or continues that employment. He should resolve all doubts against the propriety of the representation. A lawyer should never***

represent in litigation multiple clients with differing interests, and there are few situations in which he could be justified in representing in litigation multiple clients with potentially differing interests. If a lawyer accepts such employment and the interests did become actually differing he would have to withdraw from employment with the likely hood of resulting hardship on clients; and for this reason it is preferable that he refuse that employment initially"

- and restates the following citations of cases on point: Henriksen v. Great American Savings & Loan, 11Cal. App. 4th 109,113 (1992), In re Marriage of Zimmerman, 16 Cal App, 4th 556, 562 (1993), In re Complex Asbestos Litigation, 232 Cal App. 3d 572, 586-588 (1991).

GD&C attorneys were paid attorney fees to represent the Montevideo Partnership aka Canyon Oaks Estates L.P. directly and under the guise of the General partner, while Movant was the 77.44% majority Limited Partner. In fact they were representing his interests. Movant made substantial multi-million dollar investments in this limited partnership which he lost because of confidential information obtained by GD&C attorneys during the time they represented the same Partnership. This privileged information was used against Movants interest and for the benefit of GD&C's other client who had a minority interest in limited partnership, but ended up a 100% owner without paying fair market value for Movants assets.

Knowing all prohibitions against conflicts of interest, attorneys at GD&C willfully obstructed justice, causing serial fraud on four federal courts from August 1992 through the present. These Courts are: Bankruptcy Court, Central District; Central District Court; Northern District Court and this Court, the 9th. Circuit Court of Appeals. In effect this obstruction of justice caused Movant to be deprived of a jury trial for seven years. This Emergency Motion is made because Movant's high

probability of success on Appeal:

(a) In light of a very recent analogous case in the 7th. District where former attorney John Gellene, of Milbank, Tweed, Hadley & McCloy was found guilty of similar activity in 7th. District Bankruptcy Court and was convicted on March 3, 1998 for criminal conduct. (See, footnote on pg. 24 in Movants Opening Brief in this case.)

(b) Opposing counsel's clients and Movant will suffer irreparable harm if GD&C attorneys are allowed to continue unfettered for one more day representing their clients in conflict of interest roles. It has been the practice of federal courts to immediately take action as evidenced in the case of John Gellene in the 7th. District. It is believed, Grand Jury in the 7th. District convened in January of 1998, the former attorney was indicted, tried and convicted two months later, he is now awaiting sentence. Similar swift action is requested against the firm of GD&C and against the named attorneys herein, in the event this Court disqualifies GD&C and it's attorneys.

(c) The concerns of Movant and the public interests "societal concerns" are in total concert on this Emergency Motion. GD&C attorneys must be flushed out of their representation of other Defendants forthwith for the good of Public Interest. Criminal activity as alleged herein must be stopped and not allowed to continue add-infinitum. The other Defendants/Appellees, other than GD&C, must present their reply brief in this case in less than 30 days from now, should this Court continue this Appeal. Disqualification of GD&C must take place through this emergency motion immediately, if these other Defendants are to meet that deadline with substituted new counsel.

CONCLUSION

1. MOVANT PRAYS THIS COURT TO WEIGH THE OVERWHELMING DOCUMENTARY EVIDENCE AVAILABLE, AND DISQUALIFY GD&C AND IT'S ATTORNEYS FROM THIS CASE AND THE CLOSELY RELATED CASE FORTHWITH.

2. MOVANT PRAYS THIS COURT TO REMAND THE ALREADY FULLY BRIEFED CLOSELY RELATED CASE FOR JURY TRIAL TO THE NORTHERN DISTRICT.

3. MOVANT PRAYS THIS COURT TO TOTALLY REVERSE AND DISMISS CONTEMPT FINDINGS OF THE CENTRAL DISTRICT IN THIS CASE AND GRANT SANCTIONS, ATTORNEY FEES AND COSTS TO MOVANT AS PRAYED IN OPENING BRIEF.

4. MOVANT PRAYS THIS COURT TO ORDER A FEDERAL GRAND JURY TO INVESTIGATE ALLEGATIONS HEREIN AND ISSUE INDICTMENTS AGAINST PARTIES TO BE PROSECUTED FOR CRIMINAL OFFENSES, IN THE EVENT GRAND JURY FINDS THAT TO BE APPROPRIATE.

Date: March 10, 1998

Respectfully Submitted:

"s"/_____

CHRISTOPHER R. WOJCIECHOWSKI

PLAINTIFF/APPELLANT in propria persona

LETTER OF INTENT

By way of settlement and compromise only, and without admitting liability of any kind, Sharon D. Lund hereby offers to settle any and all disputes, claims and interests which any of Christcpher R. Wojciechowski ("Wojciechowski"), Montevideo Country Club, Inc. ("MCC"), Summit Land Company ("Summit") United States Building Corporation ("USBC"), Wojciechowski, Rowlett & Naskar, Inc. ("WRN"), Viking Construction Corp., and all other entities owned or controlled by any of the foregoing, their officers, directors, agents,and their affiliates, heirs, assigns or successors, or any of them (the foregoing are collectively referred to as the "Claimants") may have or assert in, to or against Sharon D. Lund, Topanga Oaks, Inc. ("Topanga"), the pre-petition Montevideo Partnership, Montevideo Partnership as debtor in possession, and the reorganized Montevideo Partnership (Montevideo Partnership, pre-petition, as debtor in possession and as the reorganized partnership are referred to herein collectively as the "Partnership", their officers, directors, agents, attorneys and affiliates, their heirs, assigns and successors, or any of them (collectively referred to as "Lund"), upon the following terms:

A. upon the signing of this outline

1. from Lund to Claimants

a) payment by Lund to Wojciechowski

(1) $150,000 in cash

2. from Claimants to Lund

a) delivery to Lund of a duly executed request by appellants for the dismissal of the appeals from the orders of the bankruptcy court converting the case to a chapter 11 case and confirming the plan of reorganization,m with each side to bear its own costs

b) removal by Lund of all plans, specifications, drawings, models, photographs, work product, and other similar material in the possession of or

under the control of the Claimants in respect of the Partnership or its property. Claimants shall provide access and cooperate in such removal upon the giving of reasonable notice

3. such payment shall not be construed as an admission of the value of the foregoing

B. upon the closing of the settlement

1. from Lund to Claimants
   a) $1,500,000 in cash
   b) Execution and delivery by Lund, in her personal capacity, of her unsecured promissory note bearing no interest (the "Note") payable to Claimants, providing for the payments of $1,000,000 in cash on the first and second anniversaries of the closing of settlement, and payment of $500,000 on the third anniversary of the closing of the settlement. Acceleration of payments to Claimants shall occur upon sale of all or substantially all of the 257 acres.
   c) quitclaim by the partnership to Wojciechowski of any interest in the 34 acres
   d) Partnership accepts responsibility for the pre-petition and post petition claims of Claimants or the partnership as set forth in Exhibit A attached hereto provided Claimants deliver estoppels regarding total amounts due not exceeding those set forth
2. from Claimants to Lund

   a) stipulation and form of order disallowing in their entirety, all claims, of Claimants, including pre-petition and administrative, except to the extent that the Partnership is responsible for pre-petition and post petition claims of Claimants or

the Partnership as set forth in Exhibit A attached hereto, and terminating all partnership interests of Claimants in and against the Partnership

b) to the extent not already terminated, the termination without liability, of any and all contracts between the Partnership or its present or former general partner and any Claimant

c) parties agree to exchange title reports of the 20, acres and agree to facilitate the title companies in resolving title disputes with respect to the 20 acres. Lund may request a quitclaim deed of the 20 acres by the 400 partnership and Wojciechowski to the Partnership, provided that Lund agrees to indemnify and hold harmless the 400 Partnership and Wojciechowski for giving such quitclaim deed.

d) full reconveyances by the Summit and Wojciechowski of all deeds of trust on the 657 acres and on the 20 acres (subject to the same provisions as contained in 2(c)

e) removal by Lund from Claimant of all Partnership books, records, accounting materials, contracts with third parties other than Claimants, legal work and work product regarding property acquisitions, dispositions or entitlements

f) Claimants have delivered or allowed Lund to remove all documents pertaining to the arrangements referenced in (4)

g) covenants by Claimants:

(1) Claimants shall not, directly or indirectly, take any action with respect to the entitlements, financing or sale of the property by the Partnership

(2) Claimants shall not, directly or indirectly, buy or contract to buy any real property contiguous to or within a 1 mile

radius of the 657 acres owned by the partnership, except to obtain access and utility easements appurtenant to the 34 acres currently being sought by Wojciechowski or as required by the County of Los Angeles, until 3 months following final approval by the Los Angeles County Board of Supervisors of the tract map with respect to the partnership property

(3) further assurances by Claimants to cooperate in causing the following to be placed in the name of the Partnership:

(a) county lawsuit

(b) fence lawsuit

(c)entitlements, applications, licenses with respect to the Partnership real property

h) representations and warranties by Claimants:

(1) except for the transfer of certain of the claims of Claimants to Wojciechowski, the Claimants have not transferred their claims, and are the owners thereof

(2) subject to the applicable standard of knowledge required by the bankruptcy petition, the bankruptcy schedules include all the names and addresses of all creditors of the Partnership on the petition date

(3) there are no contracts between the Partnership and any of Claimants, vendor, consultant, or landowner except as may be disclosed in writing in the definitive agreement and are acceptable to Lund

(4) status of arrangements with respect to Sakaida, and any other who claim any right to partnership property

(6) Other than the 34 acres, and access and utility easements appurtenant thereto currently being sought by Wojciechowski, and the potential claim of right to the 20 acres, Claimants have no interest in any property contiguous to or within a 1 mile radius of the 657 acres

3. exchanged by Lund and Claimants

a) releases of all claims by Lund and Claimants, including unknown claims under Civil Code Sect. 1542, except as provided for in the settlement

b) releases and withdrawal of claims by the following persons asserting claims against the estate:

(1) [list claims; to include the pre-petition and administrative claims of the Claimants, except to the extent that the Partnership is responsible for pre-petition and post petition claims of Claimants or the Partnership as set forth in Exhibit A attached hereto]

c) Claimants release any and all claims for reimbursement as against the Partnership of their attorneys, John T. Janosik, Latham & Watkins and Jim Wojciechowski, and these attorneys shall provide adequate assurances to Lund that they will seek no reimbursement from the Partnership for such claims

d) Lund and Claimants agree to put a hold on all litigation matters pending execution of the definitive agreement to include the taking of depositions, the production of documents, etc., but if no agreement has been reached by January 15, 1992, litigation matters may proceed by both parties

C. condition to closing

1. execution and delivery by all parties of a definitive agreement in form acceptable to Lund and Claimants, on or before January 15, 1992
2. satisfaction of all conditions in manner acceptable to Lund and Claimants
3. order of the bankruptcy court, in form acceptable to Lund and Claimants, on notice to all creditors and parties in interest, which order shall become final as quickly as possible, but in no event after February 28, 1992
a) approving the within settlement
b) disallowing the claims, administrative expenses, and partnership interests of the Claimants
c) approving the modification of the plan and the order confirming the plan, to conform to the terms of the settlement

4. the closing shall occur on the eleventh day after the order becomes final
5. time is of the essence of this agreement

D. condition to cash payments & payments under the Note

1. Claimants shall not have at any time after the execution of the definitive agreement been in material breach of any covenant, nor shall any representation or warranty be incorrect in any material respect. Lund shall at all times have the burden of proving that such a material breach has occurred. All disputes about whether a material breach has occurred shall be determined by using a mutually agreed upon procedure with a mutually agreed upon "rent-a-judge", with attorney fees, costs and damages, including

interest on withheld funds, if applicable, to be awarded to the prevailing party.

E. offer terminates at 5:00 p.m. on Friday, December 20, 1991 unless prior to such time Wojciechowski has:

1. signed a copy of this outline in the space provided below
2. delivered in person or by facsimile to counsel for Lund such signed copy

These essential terms are agreed to by the undersigned but, except the items referred to in paragraph A, are subject to the acceptance, execution and delivery of the definitive agreement.

Dated: December 20, 1991

"s/_____"
Christopher R. Wojciechowski

Dated: December 22, 1991

"s/_____"
Sharon D. Lund

NOTE: Exhibit A is irrelevant to this Writ of Certiorari and has not been introduced for that reason.

ORDER APPROVING FINAL SETTLEMENT AGREEMENT

Based upon the foregoing Stipulation re Final Settlement Agreement and Distribution of Settlement Proceeds and all other pleadings and papers on file in these proceedings, and good cause appearing therefor, this Court

FINDS that the attached Settlement Agreement dated as of June ___, 1992, by and between CRW Entities and Lund Entities (as such terms are defined therein) (the "Final Settlement Agreement") was entered into by the parties in good faith, that such Final Settlement Agreement is fair and reasonable, that the parties have stipulated and agreed to the distribution and allocation of the Second Settlement Payment and the Final Settlement Payment in the manner and amounts set forth below and that all parties thereto have consented and agreed to be bound by this Order approving the same.

IT IS HEREBY ORDERED:

A. The Final Settlement Agreement is expressly incorporated herein by this reference and is hereby approved, and the parties thereto are hereby ordered to comply with the provisions and to perform each and all of their obligations as set forth therein.

B. The Second Settlement Payment shall be allocated among and paid directly to the following entities by Lund Entities:

Payee	Amount
John T. Janosik	$ 200,000.00
Latham & Watkins	$ 222,981.68
U.S. Building Corp.	$ 20,000.00
Summit Land Company	$ 500,000.00
Wojciechowski,Rowlett&Naskar	$ 30,000.00
Montevideo Country Club, Inc.	$ 5,000.00
Viking Construction Corp.	$ 90,000.00
Angela Naskar Wojciechowski	$ 250,000.00
*Christopher R. Wojciechowski	$1,532,018.32
**Elizabeth R. Wojciechowski	$1,150,000.00
	$4,000,000.00

The disbursement in accordance with the foregoing shall constitute full and complete satisfaction

of the obligations of the Lund Entities under Paragraphs 3.A.(i) and 3.A.(ii) of the Order Enforcing Settlement and Paragraphs 2.2.2 and 4.2.1 of the Final Settlement Agreement.

C. The Final Settlement Payment shall be among and paid directly to the following entities by Lund Entities:

Payee	Amount
Angela Naskar Wojciechowski	$ 125,000.00
Christopher R. Wojciechowski	$ 125,000.00
	$ 250,000.00

The disbursements in accordance with the foregoing shall constitute full and complete satisfaction of the obligations of the Lund Entities under paragraphs 2.2.3 and 5.1 of the Final Settlement Agreement.

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*Lund Entities may, in their sole and absolute discretion, disburse a portion of this amount, not to exceed $50,000.00, to Wojciechowski or to third party creditors on his behalf, in advance of the Closing Date.

**This amount shall consist of direct payments by Lund Entities to Santa Monica Bank in the approximate amount of $376,718.54, to Leader Mortgage in the approximate amount of $61,483.54, and the remainder of such $1,150,000.00, in the approximate amount of $711,797.96, to Elizabeth R. Wojciechowski in care of her attorney's trust account. The precise amounts to be paid to Santa Monica Bank and Leader Mortgage shall be determined by their respective responses to a beneficiary demand and shall be sufficient to result in a full satisfaction of their respective notes and full reconveyance of their deeds of trust encumbering the property commonly known as 3001 Antelo View Drive, Los Angeles, California. The payments to Santa Monica Bank and Leader Mortgage shall be made by cashier's check indicating Christopher R. Wojciechowski as remitter.

D. This Court shall and hereby does retain jurisdiction to enforce this Order, including without limitation the Final Settlement Agreement as incorporated herein, and to resolve any disputes arising therefrom or relating thereto.

E. Notice of this Order shall be given to Indivest, Inc. and to Boyle Engineering, the only other parties who filed objections to the Order Enforcing Settlement Agreement who are not signatories to the foregoing Stipulation. No further notice of this Order is required.***

DATED: June 30, 1992 "s/_____"
William H. Lasarow
United States Bankruptcy Judge

LL921730.017

***The court finds that notice of the Order Enforcing Settlement Agreement, entered May 5, 1992, was given to all creditors and parties in interest. Any party wishing to object to the payment to CRW Entities, before the payment in full of claims held by non-affiliated entities, was given notice and an opportunity to be heard. With the exception of Indivest, Inc. and Boyle Engineering, all of the parties objecting to the settlement agreement are parties to the within stipulation. The only material difference to creditors between the Final Settlement Agreement and the prior settlement agreement incorporated into the Order Enforcing Settlement Agreement is that under the prior agreement CRW Entities were to be paid currently $1,500,000.00 of the settlement proceeds, with the remaining balance of $2,500,000.00 to be paid over a period of two years, whereas under the Final Settlement Agreement CRW Entities will be paid currently (either directly or indirectly through payments to the third parties listed above) the balance of $4,000,000.00 and an additional later payment of $250,000.00.